



CITY OF YPSILANTI
CITY COUNCIL REGULAR MEETING
September 14, 2021 @ 6:00 pm
[Zoom Meeting](#)
One South Huron, Ypsilanti, MI 48197

Page

I. CALL TO ORDER

II. ROLL CALL

III. AGENDA APPROVAL

IV. CLOSED SESSION - 6:00 PM - 7:00 PM

- A. Closed Session to discuss pending litigation - MCL 15.268 (e) Ypsilanti Art Theatre Corp v the City of Ypsilanti

V. PUBLIC COMMENT (3 MINUTES)

VI. PRESENTATIONS

- 5** A. Hispanic Heritage Month Proclamation - Mayor Richardson
[Proclamation](#)

VII. PUBLIC HEARINGS

- 6 - 18** A. Redevelopment Liquor License for 101 W. Michigan Ave.
1. Resolution No. 2021-174, determination
2. Open Public Hearing
3. Resolution No. 2021-175, close the public hearing
[Supporting Documents - Pdf](#)

VIII. ORDINANCES FIRST READING

- 19 - 22** A. Ordinance No. 1380 - An Ordinance entitled, "An ordinance to amend Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances to adjust sewage disposal rates.
1. Resolution No. 2021-176, determination
2. Open Public Hearing
3. Resolution No. 2021-177, close the public hearing
[Supporting Documents - Pdf](#)

- 23 - 28** B. Ordinance No. 1381 - An Ordinance entitled, "An ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to adjust water service rates.
1. Resolution No. 2021-178, determination
2. Open Public Hearing

3. Resolution No. 2021-179, close the public hearing
[Supporting Documents - Pdf](#)

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- C. Ordinance No. 1382 - An Ordinance entitled, "An ordinance entitled Zoning Ordinance Text Amendment: Permissible uses and dimensional modification for residential zones".
1. Resolution No. 2021-180, determination
 2. Open Public Hearing
 3. Resolution No. 2021-181, close the public hearing
- [Supporting Documents - Pdf](#)

IX. CONSENT AGENDA

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- A. Resolution No. 2021-182, approving the Consent Agenda.
[2021-182 - Pdf](#)

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- B. Resolution No. 2021-183, approving the minutes of August 17, 19, 26, 2021.
[2021-183 - Pdf](#)

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- C. Resolution No. 2021-184, approving appointments to boards and commissions.
[2021-184 - Pdf](#)

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- D. Resolution No. 2021-185, approving the appointment of the Administrative Hearings Bureau Officer.
[2021-185 - Pdf](#)

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- E. Resolution No. 2021-186, approving the purchase of three police vehicles from Gorno Ford.
[2021-186 - Pdf](#)

76 - 285

- F. Resolution No. 2021-187, approving the award of the Community Development Block Grant Ramp Program.
[2021-187 - Pdf](#)

286 - 316

- G. Resolution No. 2021-188, approving the subrecipient agreement between the City and Washtenaw County for the Community Development Block Grant Ramp Program.
[2021-188 - Pdf](#)

317 - 323

- H. Resolution No. 2021-189, approving Ordinance 1378, an ordinance to amend the drug paraphernalia ordinance **(Second Reading)**.
[2021-189 - Pdf](#)

324 - 332

- I. Resolution No. 2021-190, approving Ordinance 1379, an ordinance for a Zoning Text Amendment - Adult Use **(Second Reading)**.
[2021-190 - Pdf](#)

X. RESOLUTIONS/MOTIONS/DISCUSSIONS

- 333 - 339** A. Resolution No. 2021-191, approving a Special Event fee waiver for a Domestic Violence Walk Event.
[2021-191 - Pdf](#)
- 340 - 355** B. Resolution No. 2021-192, approving a special events fee waiver for the Global LOVE is the Answer Reconciliation Day.
[2021-192 - Pdf](#)
- C. ~~Resolution No. 2021-193, approving the placement and design of a LOVE is the Answer Reconciliation Day Mural.~~ **(removed)**
- 356 - 359** D. Resolution No. 2021-194, adjusting the fees associated with the downtown parking permits.
[2021-194 - Pdf](#)
- 360 - 366** E. Resolution No. 2021-195, approving a budget amendment to accommodate the additional solid waste collection fees resulting from the June flooding incident.
[2021-195 - Pdf](#)

XI. BOARD AND COMMISSION - NOMINATIONS

- 367 - 372** A. **Ypsilanti Housing Commission (Replacing Heidi Frankhauser Exp. 12/18/2023)**
Melvin Parson - **New Member**
806 Hilyard Robinson Way
Ypsilanti, MI 48197
- Anthony Williamson - **New Member**
Non-Resident
8157 Starling Court
Ypsilanti, MI 48197
- Michael Simmons - **New Member**
432 Jefferson St.
Ypsilanti, MI 48197
[Parson Application](#)
[Williamson Application](#)
[Simmons Application](#)
- 373** B. **Human Relations Commission (Exp. 7/1/2024)**
Edward Robinson - **New Member**
843 Madison
Ypsilanti, Mi 48197
[Application](#)

XII. BOARD AND COMMISSION - COMMUNICATIONS

XIII. BOARD AND COMMISSION - LIAISON REPORTS

1. Police Advisory Commission.
2. Human Relations Commission.
3. Arts Commission.
4. Parks and Recreation Commission.
5. Sustainability Commission.
6. Historic District Commission.
7. Planning Commission.
8. Zoning Board of Appeals

XIV. LIAISON REPORTS

1. SEMCOG Update
2. Washtenaw Area Transportation Study
3. Urban County
4. Ypsilanti Downtown Development Authority
5. Friends of Rutherford Pool

XV. COUNCIL PROPOSED BUSINESS

XVI. COMMUNICATIONS FROM THE MAYOR

374 - 375

- A. September is Voter Registration Month
- B. September is National Preparedness Month
[Flier](#)

XVII. COMMUNICATIONS FROM THE CITY MANAGER

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- A. Article VII - Community Benefits, Section 30-549. - Article review: termination.
[Ordinance Excerpt](#)

XVIII. COMMUNICATIONS

XIX. ADJOURNMENT

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- A. Resolution No. 2021-196, adjourning the City Council Meeting.
[2021-196 - Pdf](#)
- B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.

PROCLAMATION

Hispanic Heritage Month

WHEREAS, Hispanic Heritage Month began as a commemorative week first introduced in June of 1968 by California Congressman George E. Brown; and

WHEREAS, President Lydon B. Johnson followed by declaring Hispanic Heritage Week Nationally in that same year; and

WHEREAS, In 1988, President Ronald Regan expanded the declaration to a month; and

WHEREAS, The Hispanic Americans population has grown to be over 60 million in the United States, and makes up the largest minority group in the nation; and

WHEREAS, The Hispanic community has made a great impact on the nation through their contributions in art, food, music, religion, and service; and

WHEREAS, Hispanic and Latinx makes up 5.6% of Michigan's population, an increase from 4.4% in 2010; and

WHEREAS, Michigan is fortunate to have such a large population of Hispanic Americans that has impacted its economy through business growth, innovative ideas, job creation, and many other contributions that effects the daily lives of Americans; and

WHEREAS, It is important to highlight and recognize achievements of Hispanic Americans as they continue their efforts in enhancing our communities.

NOW, THEREFORE, I, LOIS ALLEN-RICHARDSON, MAYOR of the City of Ypsilanti hereby proclaim September 2021 as Hispanic Heritage Month.

Given under my hand and seal of the
City of Ypsilanti September 14, 2021.

Lois Allen-Richardson, Mayor



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Andrew Hellenga
DATE: September 14, 2021
Request approval of a Redevelopment Class C license, with
Dance/Entertainment, outdoor sales, and Sunday Sales permits for
SUBJECT: Richard Chocolate LLC, located at 101 W. Michigan Ave.

DESCRIPTION:

Request approval of a Redevelopment Class C license, with Dance/Entertainment, outdoor sales, and Sunday Sales permits for Richard Chocolate LLC, located at 101 W. Michigan Ave.

SUMMARY:

Richard Muszynski, owner of Shelter Bay Realty, LLC was previously approved a Class C, Redevelopment Liquor License, on March 3, 2020. However, the applicant provided incorrect information on their application.

The Michigan Liquor Control Commission has asked the applicant to provide the correct information for approval. The applicant also expended their request to include Dance/Entertainment, outdoor sales, and Sunday sales permits to be included, requiring another public hearing.

If approved by the City and MLCC the Class C license will allow Ricard Chocolat, LLC, to serve beer, wine, mixed spirit drink, and spirits to customers for consumption on site. The MLCC cannot consider the approval without updated approval of City Council.

RECOMMENDED ACTION:

Approval Contingent upon Building Department Approval and Issuance of Certificate of Occupancy and approval by the Washtenaw County Health Department

ATTACHMENTS: Resolution
Updated Application

Previous Application
Previously adopted resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2021-174
September 14, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Ricard Chocolat, LLC, has applied to the Ypsilanti Downtown Development Authority, City of Ypsilanti, and Michigan Liquor Control Commission requesting the following:

Approval of a Redevelopment Class C license, MCL 436.1521a(1)(b), with a Dance/Entertainment, outdoor sales, and Sunday sales permits, a Class C license, as defined by MCL 436.1107(2), will allow the licensed to sell, at retail, beer, wine, mixed spirit drink, and spirits for consumption on the premises at 101 W. Michigan, Ypsilanti, MI 48197, Washtenaw County; and

WHEREAS, a public hearing to consider the application to Class C license, MCL 436.1521a(1)(b) for Ricard Chocolat, LLC was duly noticed and held on September 14, 2021.

NOW, THEREFORE, BE IT RESOLVED THAT the request of Ricard Chocolat, LLC owner of the property located at 101 W. Michigan be approved contingent upon Building Department approval and Issuance of Certificate of Occupancy as well as Washtenaw County Health Department approval.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 14 day of September 2021

#Resolution No. 2021-174



City of Ypsilanti
Office of the City Clerk

**APPLICATION FOR NEW
OR
TRANSFER LIQUOR LICENSE**

Full Name: RICHARD C NOCOT LLL Date of Birth: _____
Home address: 101 W. Michigan Apt.# _____
City/State/Zip code: YPSILANTI MI 48105
Home phone: (_____) _____ Business Phone: (_____) _____
Email address (optional): _____

NAMES OF ALL PARTNERS OF THE APPLICANT, IF ANY:

RICHARD MUSZYNSKI _____

IF THE APPLICANT IS A CORPORATION: Supply a copy of the Articles of Incorporation, current corporation records disclosing the identity, address of all Directors, Officers, and Shareholders.

Address of place for a Liquor License: 101 West Michigan Ave
(Attach legal description of the premises)

Name and Address of Premise Owner: SHELTER BOY REALTY LLC
101 W. Michigan Ave MI 48197
Address City/State/Zip code

TYPE OF LICENSE APPLIED FOR (Class C, Tavern, B-Hotel, etc.):

Class C

SPECIAL PERMITS APPLIED FOR (Dance, Entertainment, etc.):

DANCE, ENTERTAINMENT, SIDE WALK, SUNDAY,

SUPPLY WRITTEN EVIDENCE: That the Applicant has the right to possess the premises from the property owner.

Property owner is OPERATOR



City of Ypsilanti
Office of the City Clerk

APPLICATION FOR NEW
OR
TRANSFER LIQUOR LICENSE

Full Name: Richard Muszynski Date of Birth: 10-23-73
Home address: [REDACTED] Apt. #
City/State/Zip code: Ann Arbor MI 48105
Home phone: [REDACTED] Business Phone: ()
Email address (optional): [REDACTED]

NAMES OF ALL PARTNERS OF THE APPLICANT, IF ANY:

Richard Muszynski

IF THE APPLICANT IS A CORPORATION: Supply a copy of the Articles of Incorporation, current corporation records disclosing the identity, address of all Directors, Officers, and Shareholders.

Address of place for a Liquor License: 101 W. Michigan Ave
(Attach legal description of the premises) Ypsilanti, MI. 48197

Name and Address of Premise Owner: 101 W. Michigan Ave
Ypsilanti, MI. 48197

Address City/State/Zip code

TYPE OF LICENSE APPLIED FOR (Class C, Tavern, B-Hotel, etc.):

Class C

SPECIAL PERMITS APPLIED FOR (Dance, Entertainment, etc.):

☒ **SUPPLY WRITTEN EVIDENCE:** That the Applicant has the right to possess the premises from the property owner.

SUPPLY ZONING PERMIT OR CLEARANCE FROM THE ZONING ADMINISTRATOR: That the location is in compliance with the Zoning Ordinance.

SUPPLY CERTIFICATE OF OCCUPANCY OR SIMILAR CLEARANCE FROM THE BUILDING OFFICIAL: That the structure and premises is in compliance with local code provisions.

SUPPLY WRITTEN EVIDENCE FROM THE CITY TREASURER: That all real and personal property taxes and City utility bills associated with the premises are paid and that all real and personal property taxes and City utility bills in the name of the applicant are paid.

SUPPLY A WRITTEN STATEMENT: That the applicant will not violate any laws of the State of Michigan or the ordinances of the City of Ypsilanti in conducting the business where the liquor license will be used and that a violation on the premises may be caused for the City objecting to renewal of the license or requesting revocation of the license.

SUPPLY A WRITTEN STATEMENT: That the applicant understands that the City of Ypsilanti has an ordinance prohibiting public nudity, and a violation of the ordinance on the premises where the liquor license is used will be caused for objecting to renewal of the license, or for requesting revocation of the license.

SUPPLY DOCUMENTATION (REDEVELOPMENT APPLICANTS ONLY): That the applicant has invested at least \$75,000 for the rehabilitation or restoration of the building over a period of the preceding five years, or documentation that the applicant has or will commit a capital investment of at least \$75,000 that will be expended for rehabilitation or restoration of the building before the license is issued.

My signature acknowledges the following:

- I have read the above application and am submitting this completed application for consideration of a new or transfer liquor license in the City of Ypsilanti.
- I have (either in hardcopy or on line) received a copy of ordinance number 926, (as amended and codified in section 6-31 et sec) and have read and understand the City's ability to request revocation of the license upon violation of the ordinance terms, and/or breach of any agreement with the City.
- Council Approval **DOES NOT** take the place of or avoid any permitting process of the City, including, but not limited to Building, Zoning, Fire, ADA, etc. Significant issues with regards to non-conforming uses may arise after applicant properly submits detailed plans for such construction and/or use permits.
- Redevelopment Applicants:
 - I affirm that I have attempted to purchase an available on-premise escrowed license or quota license within the city, and that one was not readily available as defined in the Liquor Control Code (MCL 436.1521a).
 - I affirm that the premises described above will be a dining, entertainment, or recreation business open at least 5 days per week and open to the general public at least 10 hours a day.
 - I affirm that I have invested \$75,000 in the real property within the last 5 years, or I will invest \$75,000 prior to issuance of the license. This provision may be enforced

by the City as a breach of contract. In the event I fail to make the required investment and the City is required to enforce this provision, I agree to pay the City's actual attorney fees arising from the breach of contract.

- o I affirm that at least \$75,000 was invested or will be invested in the property by _____, and that the liquor license may issue on or after that date.

Signature of Applicant: _____

Signature of Applicant: _____

Signature of Applicant: _____

IF THIS IS A LIQUOR LICENSE TRANSFER REQUEST, THE SIGNATURE OF THE CURRENT LICENSE HOLDER IS REQUIRED.

Signature of Current License Holder: _____

Date

.....
For the City Clerk's Office Staff only:

Date application submitted: _____

Staff's Initials: _____

Routed for approval by the following departments: _____

Date: _____

For Department Approval:

_____ Building _____ Zoning _____ Fire Dept. _____ Police Dept.

_____ Assessor _____ Treasurer _____ City Attorney _____ DDA/DTDDA

Departments: Please conduct the appropriate review to ensure that the applicant does not have any outstanding issues within your department area. When you have completed your review, please report your findings to the City Clerk's Office, and initial on the line provided for your department.

Affidavit of Richard Muszynski Shelter Bay Realty LLC

Richard Muszynski Has been duly sworn and states as follows:

1. I am member of Shelter bay Realty LLC a applicant for a new Class C Redevelopment Liquor license pursuant to MCL 436.1521a(1)(b) for an establishment to be located in the City of Ypsilanti's Downtown Development Authority District.
2. That the applicant limited liability company shall not violate any laws of the state of Michigan or ordinance of the City of Ypsilanti in it conduct of the business on the license premises.
3. That your deponent understands that the city of Ypsilanti has in ordinance prohibiting public nudity and that violation of this ordinance on the premises will be just cause for the city objecting to the renewal of the license and or for the city requesting a immediate revocation of the license.
4. I affirm that I have attempted to purchase a available on premise escrowed license or quota license within the city but one has not been readily available as defined in the liquor control code (MCL436.1521 a.)
5. I have read and understand the city's ordinance number 926 and understand the city's ability to request revocation of the license upon violation of the ordinance terms, and/or breach of any agreement with the city.
6. I affirm that the premises to be licensed will be a dinning and entertainment business open at least 5 days per week and open to the public at least 10 hours a day.
7. I affirm that the applicant has invested more than \$75,000.00(receipts attached) to the licensed property.
8. I affirm that the business will have public seating in excess of 25 people.

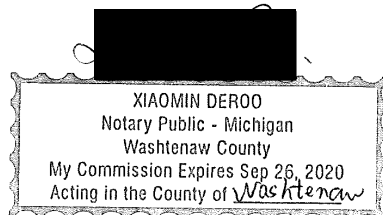
Date; February

Richard Muszynski

State of Michigan

County of Washtenaw

Subscribed and sworn to before me by Richard Muszynski on Feb 3rd 2020.





ShelterBay Realty LLC

Shelter Bay Realty LLC
101 W. Michigan Ave.

313.518.8888

www.ricardchocolat.com

Andrew Hellenga, City Clerk
1 S.Huron St.
Ypsilanti, MI. 48197

Dear Andrew,

We Shelter Bay Realty LLC, are writing in regard to DDA Liquor licensing affairs. Richard Muszynski is requesting approval from the city of Ypsilanti for a new Class C license issued under MCL 436.1521a(1)(b).

Shelter Bay Realty LLC is owned by Richard Muszynski and will be located at 101 W. Michigan Ave. Ypsilanti Mi. 48197 in the historic downtown commercial district. The business will be located on the first floor and includes approximately 1,200sqft and will include minimal outdoor seating.

In order for Shelter Bay Realty LLC to qualify for a new class C license issued under MCL 436.1521a(1)(b), the licensed business must be engaged in dinning, entertainment, be open to the general public, have a seating capacity for at least 25 persons, have a capital investment of not less than \$75,000.00 in restoration and rehabilitation of the building, and be open at least 5 days a week for at least 10 hours a day to the general public.

Shelter Bay Realty LLC will be a full-service restaurant which will serve Pizza/salads etc. proposed hours of operation will be 7 days a week from 11-10pm. Shelter Bay Realty LLC. Has already spent \$300,000.00 in renovations and has receipts to submit and validate of the said to property that shall hold the license.

Within 120 days of the opening of the restaurant all employees who serve and sell alcohol will complete the TIPS or TAM training program.

Enclosed are the following documents:

Check payable to the city of Ypsilanti for \$500*City of Ypsilanti Application for a new Liquor license*Articles of Organization*Proposed floor Plan*Proposed menu

Sincerely,

Richard Muszynski, Shelter Bay Realty, LLC

Company Description

Ricard Chocolat LLC and Bountiful Feast are limited liability companies, in business since 1999. We specialize in production and distribution of food to clients to round out their special gatherings. Our main business has been based on high end catering for corporate events, weddings, family gatherings, or intimate dinners. Our concept is to offer competitively priced luxury custom food-services, specialty chocolates with wine pairings, and original cocktail menus. In addition, Ricard has a solid e-commerce and mail order department, offering high quality line of chocolate products. These products are competitive with other high-end chocolate brands such as Godiva and Vosges Chocolate.

Ricard Chocolat's founder and principal investor is Richard Muszynski. Chef Richard has a Bachelor of Arts degree from Mercyhurst University, where he studied hotel, restaurant and institutional management. He has extensive culinary experience, having worked in a variety of 2 and 3 star restaurants and luxury hotels throughout his career. In addition, Richard received a prestigious Master Degree from the French Culinary Institute. While at FCI, in addition to refining his culinary skills, Richard also studied hospitality law, accounting, marketing, nutrition and food manufacturing. In addition to being a founder of Ricard Chocolat and Bountiful Feast, Chef Richard also spent several years as a founder and owner of a chocolate cafe, Kokoa Bar, in Honolulu Hawai'i.

Throughout the years, Ricard Chocolat and Bountiful Feast won numerous awards. The company has been named *The Best Artisanal Chef/Chocolatier in America* in 2003 by the Travel Channel and received a five star rating from the Food Network thus placing Ricard Chocolat and Bountiful Feast as one of the Top 5 small artisan dining companies worldwide.

With all of the awards, laurels and accolades by food critics and chocolate connoisseurs, Richard has never stepped down from his dedication to his craft. To this day, he is known to travel thousands of miles to cater an event. His client base includes a wide spectrum of businesses and individuals, ranging from billionaires, prestigious luxury hotels, and small boutique establishments alike. The Ritz-Carlton, Four Seasons, Marriott, and Versace are just a few examples from the long list of Ricard Chocolat's and Bountiful Feast patrons.

Mission

Our first restaurant will originate in Ypsilanti and will cater to a "foodie" client, attracted to the artsy yet relaxed "lounge/wine bar with great food" concept.

The restaurant will be marketed as a dining establishment that offers a combination of items that Chef Richard is known for, delicious food with carefully paired beverages, accented by a thoughtful desert, served in a sophisticated style in a comfortable and relaxed atmosphere. For that reason, we will not plan to market it solely as a "pizza" establishment, because we want to reach out to a broader customer base, not to those just seeking a new good slice. We want our customers to come looking for a great atmosphere, perhaps enjoy listening to a local musicians, while also enjoying great food.

The menu will consist of "Ala Plancha" style items such as flat bread dishes, cedar plank roasted local salmon salsa verde, just to name few examples.



Resolution No. 2020-050
March 3, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Richard Muszynski, owner of Shelter Bay Realty, LLC, has applied to the Ypsilanti Downtown Development Authority, City of Ypsilanti and Michigan Liquor Control Commission requesting the following:

Approval of a Redevelopment Class C license, MCL 436.1521(a)(1)(b), with a Dance/Entertainment permit, a Class C license, as defined by MCL 436.1107(2), is a place licensed to sell, at retail, beer, wine, mixed spirit drink, and spirits for consumption on the premises at 101 W. Michigan, Ypsilanti, MI 48197, Washtenaw County; and

WHEREAS, a public hearing to consider the application to Class C for Shelter Bay Realty, LLC was duly noticed and held on March 3, 2020

NOW, THEREFORE, BE IT RESOLVED THAT the request of Richard Muszynski, owner of the property located at 101 W. Michigan be approved contingent upon Building Department approval and Issuance of Certificate of Occupancy as well as Washtenaw County Health Department approval.

OFFERED BY: _____ Council Member Brown

SUPPORTED BY: _____ Council Member Symanns

YES: 5 NO: 1 (Somerville) ABSENT: 1 (Morgan) VOTE: Carried

I do hereby certify that the above resolution is a true and correct copy of Resolution 2020-050 as passed by the Ypsilanti City Council, at their meeting held on March 3, 2020

Andrew Hellenga, City Clerk



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC use only)

Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a Regular meeting of the City of Ypsilanti City Council council/board
(regular or special) (township, city, village)
called to order by Mayor Richardson on September 14, 2021 at _____
(date) (time)
the following resolution was offered:

Moved by _____ and supported by _____
that the application from Ricard Chocolat, LLC

(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): Class C License, MCL 436.1521a(1)(b), Dance/Entertainment, Outdoor Service, Sunday Sales Permits
(list specific licenses requested)

to be located at: 101 W. Michigan, Ypsilanti, MI 48197

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it Recommends this application be considered for
(recommends/does not recommend)
approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the City of Ypsilanti
council/board at a Regular meeting held on September 14, 2021
(regular or special) (date) (township, city, village)

Andrew Hellenga

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059



**Resolution No. 2021-175
September 14, 2021**

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing to consider a redevelopment liquor license for Ricard Chocolat, LLC be officially closed.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 14 day of September 2021

#Resolution No. 2021-175



Resolution No. 2021-176
September 14, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT an Ordinance to amend Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances, City of Ypsilanti, to adjust sewage disposal rates approved on First Reading.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 14 day of September 2021

#Resolution No. 2021-176

ORDINANCE NO. 1380

An ordinance to amend Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances to adjust sewage disposal rates.

BE IT ORDAINED BY THE CITY OF YPSILANTI, that:

Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances shall be amended as follows:

(b) For all billings rendered prior to October 21, 2021, existing sewage disposal rates shall prevail. For all billings rendered on or after October 21, 2021, sewage disposal rates shall be as follows for each bimonthly (two-month) period:

(1) Readiness-to-serve rates based on size of meter:

Meter Size (inch)	Sewage Rate
5/8-3/4	\$ 17.59
1	\$ 43.96
1-1/2	\$ 87.90
2	\$ 140.65
3	\$ 439.54
4	\$ 879.08
6	\$ 1,758.16
8	\$ 3,076.78
10	\$ 4,834.93
12	\$ 5,714.02

(2) Commodity rate: \$3.14 per 100 cubic feet

* * * * *

This Ordinance shall take effect and be in full force upon publication in the _____.

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____
DAY OF _____, 2021.

, Mayor

, City Clerk

ATTEST

I do hereby confirm that the above Ordinance No. 2021-_____ was published in the
_____ on the _____ day of _____, 2021.



Resolution No. 2021-177
September 14, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT a public hearing on an Ordinance to amend Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances, City of Ypsilanti, to adjust sewage disposal rates be officially closed.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 14 day of September 2021

#Resolution No. 2021-177



Resolution No. 2021-178
September 14, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an Ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to increase water rates within the City of Ypsilanti be approved on First Reading.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 14 day of September 2021

#Resolution No. 2021-178



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

YPSILANTI COMMUNITY UTILITIES AUTHORITY

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

July 23, 2021

VIA EMAIL and USPS

Mr. Andrew Hellenga, Clerk
CITY OF YPSILANTI
One South Huron Street
Ypsilanti, Michigan 48197-5400

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

Dear Andrew:

Enclosed is a letter to the City Council regarding adjustments to the water rate and sewer rates for YCUA City Division customers. Also included are the two ordinances approving the changes and the supporting documentation. On August 25, 2021, the YCUA Board of Commissioners will be considering the recommendation to City Council for the adjustments indicated.

Please place these items on the City Council agenda for a first reading on September 14th and a second reading on September 21st so that the ordinances, if approved, can go into effect October 21, 2021.

Also, please forward to the City Council members the supporting documentation included for their use in considering these ordinance requests.

If you have any questions, please contact me.

Sincerely,

JEFF CASTRO, Director
Ypsilanti Community Utilities Authority

JC/kks

Enclosures

cc w/encl.: YCUA Board of Commissioners
Ms. Frances McMullan
Mr. Matthew T. Jane
cc: Mr. Dwayne R. Harrigan
Ms. Gail M. Thomas



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YPSILANTI COMMUNITY UTILITIES AUTHORITY

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

July 23, 2021

VIA EMAIL and USPS

CITY OF YPSILANTI
City Council
One South Huron Street
Ypsilanti, Michigan 48197-5400

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

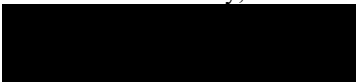
Dear Council Member:

At the regular meeting of the YCUA Board of Commissioners on August 25, 2021, the Board will consider a recommendation to the Ypsilanti City Council for the following rate adjustments for City Division customers: a water and readiness to serve rate increase of 2% and a sewer and readiness to serve rate increase of 2%. The combined effect of these rate adjustments, which will be effective October 21, 2021, would be a 2% increase in a City Division customer's bimonthly bill.

The two ordinances approving these rate adjustments are included in this correspondence for your consideration. Also included is the document summarizing the budget highlights related to the September 1, 2021 fiscal year budget, which the YCUA Board of Commissioners will also consider at their August 25, 2021 regular meeting. Note that the Great Lakes Water Authority has increased its rate to YCUA by 2.01% effective July 1, 2021.

If you have any questions, please contact me.

Sincerely,


JEFF CASTRO, Director
Ypsilanti Community Utilities Authority

JC/kks
Enclosures
cc w/encl.: YCUA Board of Commissioners
Mr. Andrew Hellenga
Ms. Frances McMullan
Mr. Matthew T. Jane
cc: Mr. Dwayne Harrigan
Ms. Gail M. Thomas

**YCUA
2021-22 Budget Highlights**

Water Sales

City Division: The budget projects that water revenue in the City will increase .83% compared to 2020/2021 Budget. This will increase water revenues by \$30,000.

Township Division: The budget projects water revenue in the Township will increase by .86% compared to 2020/2021 Budget. The increase of revenue will be approximately \$115,000

Sewer Sales

City Division: The budget projects sewer revenue from within the City to increase 1.08% or \$30,000 compared to the 2020-2021 budget.

Township Division: The budget projects sewer revenue from within the Township to increase .84% or \$70,000 from the 2020/2021 Budget.

Contract Communities: Revenue from contract communities is projected to increase about \$70,000 from 2020/2021 Budget.

Overall Summary

Adjustment to water sales (City)	\$ 30,000
Adjustment to water sales (Township)	\$ 115,000
Adjustment to wastewater sales (City)	\$ 30,000
Adjustment to wastewater sales (Township)	\$ 70,000
Contract Communities	<u>\$ 70,000</u>
 Total revenue increased	 \$ 315,000
 Operating Costs increased	 \$ 320,000
Incinerator temporary costs removed	(\$ 150,000)
Increase costs from GLWA	\$ 300,000
Debt/Interest decreased	<u>(\$ 125,000)</u>
 Total expenses increased	 \$ 345,000

City Customers- 2.00% Increase

Average Bill (10 units) (\$126.16) increase on bi-monthly bill \$2.47/bill or \$1.24/mth
(Comprised of 2.0% increase water and 2.0% increase sewer)

Other Community Rate 2021-2022 Comparisons

Ann Arbor Increase of 5.05%
City of Birmingham Increase of 5.70 %
City of Dexter Increase of 5.00%
Kalamazoo Increase of 12.00%

YCUA City Division

	water	sewer	Total
Current			
Ready to Service	\$19.61	\$17.24	\$36.85
Commodity rate (per unit)	\$5.61	\$3.08	\$8.68

Average User residential

	10 units(7,480 gallons) per 2 month billing cycle		
	water	sewer	Total
Ready to Service	\$19.61	\$17.24	\$36.85
10 units	\$56.06	\$30.78	\$86.84
Total	\$75.67	\$48.02	\$123.69

Effect on average city customers with a proposed 2.00% water rate increase, a sewer rate increase of 2.0%. Combined effect 2.00%

	water	sewer	Total
PROPOSED: October 21, 2021			
Ready to Service	\$ 20.00	\$ 17.59	\$37.58
Commodity rate (per unit)	\$ 5.72	\$ 3.14	\$8.86

Average User residential (proposed)

	10 units(7,480 gallons) per 2 month billing cycle		
	water	sewer	Total
Ready to Service	\$20.00	\$17.59	\$37.58
10 units	\$57.18	\$31.40	\$88.58
Total	\$77.18	\$48.98	\$126.16
Increase in bill			\$2.47
Percent Change	2.00%	2.00%	2.00%



Resolution No. 2021-179
September 14, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That a public hearing on an Ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to increase water rates within the City of Ypsilanti be officially closed.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 14 day of September 2021

#Resolution No. 2021-179



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Andy Aamodt
DATE: September 14, 2021
SUBJECT: Zoning Text Amendment: Residential Modifications Zoning Update

DESCRIPTION:

Zoning Text Amendment: Residential Modifications Zoning Update

SUMMARY:

Staff is proposing zoning ordinance text amendments for a number of sections. For the purposes of organization, staff will group these topics into three main "groups." They are grouped into the following:

1. **Group 1 – ADUs:** Permit accessory dwelling units (ADUs) as accessory uses in all residential zoning districts, and allow the highest point of the accessory structure to match, but not exceed, the highest point of the principal building.
2. **Group 2 – Minimum Lot Area and Width:** Decrease the minimum lot area in R1 zoning districts to 3,000 square feet, decrease the minimum lot area for *house* building types to 3,000 square feet, and decrease the minimum lot area for *cottage* building types to 2,000 square feet. Also, decrease the minimum lot width in R1 zoning districts and for *house* building types to 30 feet.
3. **Group 3 – Corner Lots:** Permit single-family attached dwellings and two-family dwellings on corner lots as principal permitted uses in all residential zoning districts and specify dimensional requirements, such as a minimum lot frontage requirement for each street.

Please see the attached Planning Commission draft minutes, map, and Planning Commission staff report for further discussion/analysis.

RECOMMENDATION

Planning Commission recommended City Council adopt the ordinance text amendments at their August 2021 regular meeting. The motion passed unanimously.

RECOMMENDED ACTION: Adopt

ATTACHMENTS: Resolution, Ordinance, Planning Commission Minutes, Map 1: *Eligible Zoning for Accessory Dwelling Units*, Planning Commission Staff Report

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2021-180
September 14, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City has an interest in protecting the health, safety, and welfare of the community; and

WHEREAS, the City has an adopted Master Plan that reflects the policy goals of the City; and

WHEREAS, the Planning Commission from time to time reviews the zoning ordinance performance with relation to these goals and general functionality; and

WHEREAS, the Planning Commission has recommended the City Council adopt the proposed ordinance changes;

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve the ordinance entitled Residential Modifications Zoning Update.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 14 day of September 2021

#Resolution No. 2021-180

City of Ypsilanti
Notice of Adopted Ordinance
Ordinance No. 1382

An Ordinance Entitled “Residential Modifications Zoning Update”

THE CITY OF YPSILANTI ORDAINS:

That the table in Section 122-421 be amended as follows:

USES	R1	NOTES	SPECIFIC REGULATIONS
RESIDENTIAL			
Accessory Dwelling Unit	A		

That the table in Section 122-422(b) be amended as follows:

(b) PRINCIPAL AND ATTACHED ACCESSORY STRUCTURES		
(1) Height		
Maximum Height	30 feet or 2.5 stories	See exceptions in §122-613. Highest point of accessory dwelling unit may match, but shall not exceed highest point of principal structure.

That the table in Section 122-422(c) be amended as follows:

(c) DETACHED ACCESSORY STRUCTURES		
(1) Height		
Maximum Height	15 feet	Highest point of accessory dwelling unit may match, but shall not exceed highest point of principal structure.

That the table in Section 122-441 be amended as follows:

USES	CN-SF	CN-MID	CN	NOTES	SPECIFIC REGULATIONS
RESIDENTIAL					
Accessory Dwelling Unit	A	A	A		

That the table in Section 122-470.TH and the footnote be amended as follows:

BUILDING HEIGHT		MIN	MAX
N	Accessory structure(s) (ft)	--	15 ⁽⁴⁾

(4) In the case of an accessory dwelling unit, the highest point may match, but shall not exceed the highest point of principal structure.

That the table in Section 122-471.AH and the footnote be amended as follows:

BUILDING HEIGHT		MIN	MAX
N	Accessory structure(s) (ft)	--	15 ⁽⁴⁾

(4) In the case of an accessory dwelling unit, the highest point may match, but shall not exceed the highest point of principal structure.

That the table in Section 122-472.CA and the footnote be amended as follows:

BUILDING HEIGHT		MIN	MAX
N	Accessory structure(s) (ft)	--	15 ⁽²⁾

(2) In the case of an accessory dwelling unit, the highest point may match, but shall not exceed the highest point of principal structure.

That the table in Section 122-473.AB and the footnote be amended as follows:

BUILDING HEIGHT		MIN	MAX
N	Accessory structure(s) (ft)	--	15 ⁽³⁾

(3) In the case of an accessory dwelling unit, the highest point may match, but shall not exceed the highest point of principal structure.

That the table in Section 122-474.CS and the footnote be amended as follows:

BUILDING HEIGHT		MIN	MAX
N	Accessory structure(s) (ft)	--	15 ⁽²⁾

(2) In the case of an accessory dwelling unit, the highest point may match, but shall not exceed the highest point of principal structure.

That the table in Section 122-422(a) be amended as follows:

(a) OVERALL SITE REGULATIONS	
(3) Minimum Lot Width	
Lot width	45 ft. 30 ft.

That the table in Section 122-422(b) be amended as follows:

(b) PRINCIPAL AND ATTACHED ACCESSORY STRUCTURES	
(2) Residential Uses	
Lot size, minimum	5,000 square feet 3,000 square feet

That the table in Section 122-468.HS be amended as follows:

LOT REQUIREMENTS	MIN	MAX
------------------	-----	-----

A	Lot size (sf)	4,000 3,000	12,000
B	Lot width (ft)	35 30	80

That the table in Section 122-469.CO be amended as follows:

LOT REQUIREMENTS		MIN	MAX
A	Lot size (sf)	2,500 2,000	6,300

That the table in Section 122-421 be amended as follows:

USES	R1	NOTES	SPECIFIC REGULATIONS
RESIDENTIAL			
Single-Family Attached Dwellings	P	Permitted on corner lots only, otherwise prohibited.	Corner lot must contain at least 30' of frontage on two or more street sides.
Two-Family Dwelling	P	Permitted on corner lots only, otherwise prohibited.	Corner lot must contain at least 30' of frontage on two or more street sides.

That the table in Section 122-441 be amended as follows:

USES	CN-SF	CN-MID	CN	NOTES	SPECIFIC REGULATIONS
RESIDENTIAL					
Single-Family Attached Dwellings	P	P	P	In CN-SF: only permitted on corner lots, otherwise prohibited.	In "townhome" building type only. In the case of CN-SF corner lots, the corner lot must contain at least 30' of frontage on two or more street sides.
Two-Family Dwelling Units	P	P	P	In CN-SF: only permitted on corner lots, otherwise prohibited.	In the case of CN-SF corner lots, the corner lot must contain at least 30' of frontage on two or more street sides.

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

Andrew Hellenga, City Clerk

Attest

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

Andrew Hellenga, 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 _____, ____.

Andrew Hellenga, City Clerk

Notice Published:

First Reading:

Second Reading:

Published:

Effective Date:

VI. Presentations and Public Hearing Items

- Zoning Ordinance Text Amendment – Permissible uses modifications and dimensional modifications for residential zones
 - *Public Hearing*

City Planner Andy Aamodt presented the staff report. The purpose of the zoning text amendment modifications are to implement the recent policy recommendations in the recent Master Plan Update. These modifications are broken down into three groups: (1) Accessory Dwelling Units, (2) Minimum lot area and width, and (3) Corner lot density as in single-family attached dwellings and two-family dwellings.

Commissioner Hollifield asked how these amendments will affect tiny homes. Aamodt responded that these amendments do not change the minimum dwelling size, but could hypothetically allow more flexibility in locating a small home because lots could be divided to a smaller minimum lot size to accommodate such a small home. Setbacks would still need to be followed.

Commissioner Simmons asked if these amendments would make it easier to build two dwellings on one parcel. Aamodt responded that is what the accessory dwelling unit amendment will allow, granted the ADU would need to conform with the accessory structure regulations which essentially say the ADU would need to be smaller in size and shorter than the principal house. Simmons stated the Master Plan policy recommendation says this should be first implemented in the CN zoning districts and asked if these amendments are representative of that recommendation. Aamodt respond that the expansion into R1 zoning is important because the City is experiencing housing affordability issues and this amendment could help increase the housing stock.

Commissioner Davis Jr. asked how many structures would be allowed on a lot. Aamodt responded there is no cap of number of structures in R1 but there is a lot coverage maximum of 35%. In the building types that correspond with the walkable urban districts, the number of accessory structures are capped at two but without a strict maximum lot coverage requirement.

Motion to open the public hearing.

**Offered By: Commissioner Davis Jr.; Seconded By: Commissioner Simmons
Approved: Yes – 6; No – 0; Absent – 1 (Talaga)**

Laura Kopp: Resident of Ward 2, and is excited to see this on the agenda. Agrees there is a need for more housing and there is not much empty land in the City to do that on, so this might help add more residents to the City while supporting the residents who live here. Is interested on how this relates to short-term rentals and wonders if anything in the zoning ordinance regulates short-term rentals. Does not think short-term rentals should be outlawed but would personally be less in favor of ordinances that are overly friendly to short-term rentals and states these cause stress for long-term renters and long-term residents in general. Also interested if there are complications that come up with the mix of owner-occupied and renter-occupied properties with ADUs. Also is interested in accessory commercial units that might allow for office use or food preparation/commercial kitchen businesses at home.

George Hagenauer: Stated in response to earlier comment there are accessory structures used for home offices near Depot Town. Stated concerns in homebuyers competing with landlords for single-family homes, so is concerned about these amendments raising costs for home ownership. Says this is similar to the short-term rental situation. Wonders if an owner-occupancy rule would help this.

Wonders if it is possible for neighbors to be notified when an ADU is applied for as there could be water issues. Wants the City to be careful about accidentally increasing the affordability problem by allowing these modifications for landlords.

Finn McRae: Asked if Historic District regulations affect the building of ADUs. Asked if any type of new construction styles would be allowed to be built as an ADU, or if they would be required to be a certain style.

Annie Somerville: Speaking as a resident, is supportive of this agenda item.

Motion to close the public hearing.

Offered By: Commissioner Donnelly; Seconded By: Commissioner Bettis
Approved: Yes – 6; No – 0; Absent – 1 (Talaga)

The Commission discussed the issue of owner-occupied versus renter-occupied. Nothing in this proposed text amendment specifies an occupant needs to be an owner or a renter. All rentals need to enter the rental inspection program with the Building Department and be inspected. The Commission discussed the possibility that the house and the ADU could be renter-occupied. Aamodt stated that many, if not all, of the inquiries the Planning Department gets are from property owners themselves.

Commissioner Davis Jr. clarified questions regarding the Historic District regulations, and stated that new construction needs to be reviewed by the HDC, which follow the Secretary of Interior Standards.

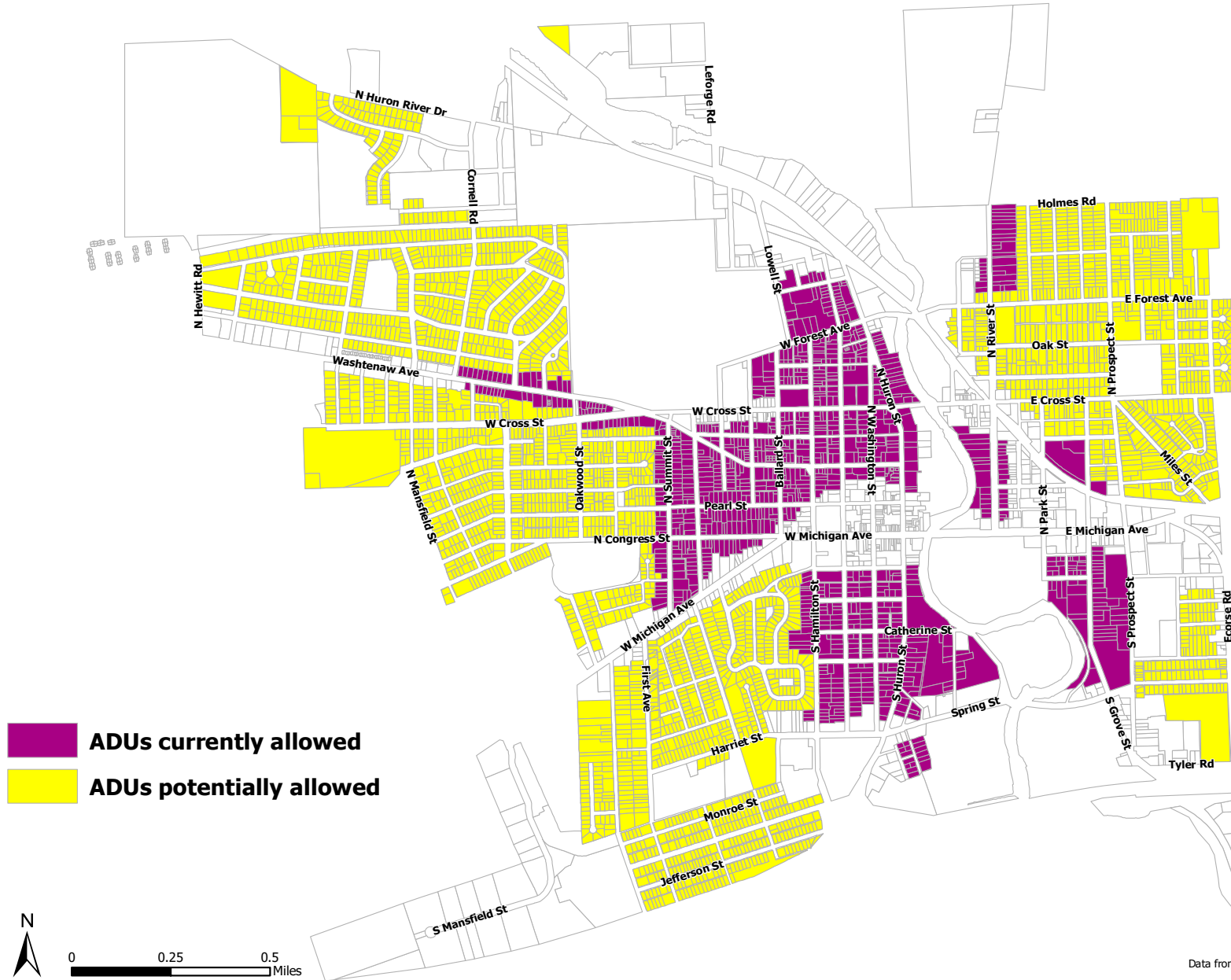
Commissioner Davis Jr. expressed favor in not only adding ADUs in CN-SF like the Master Plan explicitly says, but is in favor of adding them in R1 as well like the amendments propose.

Motion to recommend City Council adopt the proposed zoning ordinance text amendments to Chapter 122 sections 122-421, 122-422, 122-441, 122-468.HS, 122-469.CO, 122-470.TH, 122-471.AH, 122-472.CA, 122-473.AB, 122-474.CS as presented, with the following findings:

- 1. The proposed amendment is consistent with the guiding values of the Master Plan;*
- 2. The proposed amendment is consistent with the intent of this Zoning Ordinance;*
- 3. The proposed amendment will enhance the functionality, transportation network or character of the future development in the City;*
- 4. The proposed amendment will preserve the historic nature of the surrounding area and of the City;*
- 5. The proposed amendment will enhance the natural features and environmental sustainability of the City;*
- 6. The proposed amendment will protect the health, safety, and general welfare of the public;*
- 7. The proposed amendment will address a community need in physical or economic conditions or development practices;*
- 8. The proposed amendment will not result in the creation of significant nonconformities in the City;*

Offered By: Commissioner Davis Jr.; Seconded By: Commissioner Hollifield
Approved: Yes – 6; No – 0; Absent – 1 (Talaga)

Map 1: Eligible Zoning for Accessory Dwelling Units





City of Ypsilanti

Community & Economic Development Department

August 18, 2021

**Staff Review
Zoning Ordinance Text Amendments**

GENERAL INFORMATION

Applicant:	City of Ypsilanti
Topic:	Permissible uses and dimensional modifications for residential zoning districts.
Action Requested:	Recommendation to City Council to approve zoning text amendments to Sections 122-421, 122-422, 122-441, 122-468.HS, 122-469.CO, 122-470.TH, 122-471.AH, 122-472.CA, 122-473.AB, 122-474.CS

SUMMARY

Staff is proposing zoning ordinance text amendments for a number of sections. For the purposes of organization, staff will group these topics into three main "groups." They are grouped into the following:

1. **Group 1 – ADUs:** Permit accessory dwelling units (ADUs) as accessory uses in all residential zoning districts, and allow the highest point of the accessory structure to match, but not exceed, the highest point of the principal building.
2. **Group 2 – Minimum Lot Area and Width:** Decrease the minimum lot area in R1 zoning districts to 3,000 square feet, decrease the minimum lot area for *house* building types to 3,000 square feet, and decrease the minimum lot area for *cottage* building types to 2,000 square feet. Also, decrease the minimum lot width in R1 zoning districts and for *house* building types to 30 feet.
3. **Group 3 – Corner Lots:** Permit single-family attached dwellings and two-family dwellings on corner lots as principal permitted uses in all residential zoning districts and specify dimensional requirements, such as a minimum lot frontage requirement for each street.

PROPOSED AMENDMENTS**GROUP 1 – ADUs**Existing Regulations:

Accessory Dwelling Units are only permitted as accessory uses in CN-Mid and CN zoning districts (and HC, technically a non-residential zone). Height is capped by the building type regulations, for example, for a *cottage* building type it would be capped at “the lesser of 25’ or such that the highest point of the accessory structure is equal to or lesser than the height of the primary structure,” and for an *apartment house* building type it would be capped at 15 feet.

Background & Summary:

The Master Plan Update recommended a policy topic of “consider new opportunities for accessory dwelling units.” Accessory dwelling units are dwelling units that can be constructed or occupied on a property in addition to the existing dwelling structure. ADUs are a low-impact way to increase housing, and they often provide housing to young adults, elderly, or low-to-moderate income residents. Staff believes ADUs should be expanded into more residential zoning districts as these are a simple way to increase housing options and density in established residential areas without changing the form or character of the residential neighborhood.

For clarity, many accessory dwelling units in practice are detached units, often as a retrofitted detached garage, or finishing of a detached garage attic, or connected to a detached garage. This type of unit would be a “detached” ADU. However, staff also considers an ADU to be a dwelling unit that takes the place of an *attached* garage, or the attic of the attached garage, so long as it is taking place of a formerly unfinished and uninhabited area. This type of unit would be an “attached” ADU. Staff does not interpret the finishing of a house’s attic or basement to be an ADU, rather a second unit of a two-family dwelling.

Proposed Amendments:

- Section 122-421 *Permissible Uses*

- Add the following row to the *permissible uses* chart:

USES	R1	NOTES	SPECIFIC REGULATIONS
RESIDENTIAL			
Accessory Dwelling Unit	A		

- Section 122-422(b) *Non-Use and Dimensional Regulations* (for) *Principal and Attached Accessory Structures*:

- Amend the following row in *non-use and dimensional regulations* chart:

(b) PRINCIPAL AND ATTACHED ACCESSORY STRUCTUES		
(1) Height		
Maximum Height	30 feet or 2.5 stories	See exceptions in §122-613. Highest point of accessory dwelling unit may match, but shall not exceed highest point of principal structure.

- Section 122-422(c) *Non-Use and Dimensional Regulations* (for) *Detached Accessory Structures*:

- Amend the following row in *non-use and dimensional regulations* chart:

(c) DETACHED ACCESSORY STRUCTUES		
(1) Height		
Maximum Height	15 feet	Highest point of accessory dwelling unit may match, but shall not exceed highest point of principal structure.

- Section 122-441 *Permissible Uses*

- Amend the following row in the *permissible uses* chart:

USES	CN-SF	CN-MID	CN	NOTES	SPECIFIC REGULATIONS
RESIDENTIAL					
Accessory Dwelling Unit	A	A	A		

- Section 122-470.TH

- Amend the following row in the *building height* chart and add footnote:

BUILDING HEIGHT	MIN	MAX
N Accessory structure(s) (ft)	--	15 ⁽⁴⁾

(4) In the case of an accessory dwelling unit, the highest point may match, but shall not exceed the highest point of principal structure.

- Section 122-471.AH

- Amend the following row in the *building height* chart and add footnote:

BUILDING HEIGHT	MIN	MAX
N Accessory structure(s) (ft)	--	15 ⁽⁴⁾

(4) In the case of an accessory dwelling unit, the highest point may match, but shall not exceed the highest point of principal structure.

- Section 122-472.CA

- Amend the following row in the *building height* chart and add footnote:

BUILDING HEIGHT	MIN	MAX
N Accessory structure(s) (ft)	--	15 ⁽²⁾

(2) In the case of an accessory dwelling unit, the highest point may match, but shall not exceed the highest point of principal structure.

- Section 122-473.AB

- Amend the following row in the *building height* chart and add footnote:

BUILDING HEIGHT	MIN	MAX
N Accessory structure(s) (ft)	--	15 ⁽³⁾

(3) In the case of an accessory dwelling unit, the highest point may match, but shall not exceed the highest point of principal structure.

- Section 122-474.CS

- Amend the following row in the *building height* chart and add footnote:

BUILDING HEIGHT	MIN	MAX
N Accessory structure(s) (ft)	--	15 ⁽²⁾

(2) In the case of an accessory dwelling unit, the highest point may match, but shall not exceed the highest point of principal structure.

GROUP 2 – Minimum Lot Area and WidthExisting Regulations:

- R1 zoning district minimum lot width: 45 feet
- R1 zoning district minimum lot area: 5,000 square feet
- *House* building type minimum lot area: 4,000 square feet
- *House* building type minimum lot width: 35 feet
- *Cottage* building type minimum lot area: 2,500 square feet

Background & Summary:

The Master Plan Update recommended a policy topic of “relax dwelling size, lot area, and lot dimensions requirements.” In City staff’s opinion, the current minimum lot area standards create exclusionary effects for someone attempting to find a place to build their small home or locate a small manufactured home. Additionally, these current standards can be burdensome to a current property owner who wishes to divide a piece of their land to provide for construction of a home. In terms of housing affordability, simply allowing for opportunity for new homes to be built should in concept help affordability.

Proposed Amendments:

- Section 122-422(a) *Non-Use and Dimensional Regulations* (for) *Overall Site Regulations*
 - Amend the following row in the *minimum lot width* dimensional chart

(a) OVERALL SITE REGULATIONS	
(3) Minimum Lot Width	
Lot width	45 ft. 30 ft.

- Section 122-422(b) *Non-Use and Dimensional Regulations* (for) *Principal and Attached Accessory Structures*
 - Amend the following row in the *residential uses* dimensional chart

(b) PRINCIPAL AND ATTACHED ACCESSORY STRUCTURES	
(2) Residential Uses	
Lot size, minimum	5,000 square feet 3,000 square feet

- Section 122-468.HS
 - Amend the following rows in the *lot requirements* chart

LOT REQUIREMENTS		MIN	MAX
A	Lot size (sf)	4,000 3,000	12,000
B	Lot width (ft)	35 30	80

- Section 122-469.CO
 - Amend the following row in the *lot requirements* chart

LOT REQUIREMENTS		MIN	MAX
A	Lot size (sf)	2,500 2,000	6,300

Figures 1-3: Visuals of Example Lots

The following visuals are examples which show a portion of an existing R1 lot, which under our current zoning ordinance could not, hypothetically, be split in accordance to the original plat's lot lines (original platted lot is shown in yellow). The proposed text amendments could make such lots legal once again.

Note: Dimensions are rough dimensions and not official. These are not based off property owner requests, rather staff's own scanning of potential properties.





GROUP 3 – Corner LotsExisting Regulations:

The zoning ordinance does not currently have any nuances where higher densities can be achieved in low-density residential zoning districts.

Background & Summary:

City staff wants to make the current rigid, one-size-fits-all, set of zoning requirements in R1 more flexible and more open to increasing density where it makes sense. In the Master Plan Update, this policy recommendation is found under “allow for density increases in residential zoning districts for the purpose of housing affordability.” Increasing density at corner lots, to allow for attached single-family (townhouse, for example) or two-family units (duplexes), make sense because these are naturally more busy and active lots that front two streets, and could accommodate for more parking. The Master Plan Update states that the City should consider making corner-lot duplexes permitted by-right in any residential zoning district. Retrofitting a large single-family home to a two-family home is a strategy that can help housing affordability.

Proposed Amendments:

- Section 122-421 *Permissible Uses*
 - Add the following row to the *permissible uses* chart:

USES	R1	NOTES	SPECIFIC REGULATIONS
RESIDENTIAL			
Single-Family Attached Dwellings	P	Permitted on corner lots only, otherwise prohibited.	Corner lot must contain at least 30' of frontage on two or more street sides.
Two-Family Dwelling	P	Permitted on corner lots only, otherwise prohibited.	Corner lot must contain at least 30' of frontage on two or more street sides.

- Section 122-441 *Permissible Uses*
 - Amend the following rows in the *permissible uses* chart:

USES	CN-SF	CN-MID	CN	NOTES	SPECIFIC REGULATIONS
RESIDENTIAL					
Single-Family Attached Dwellings	P	P	P	In CN-SF: only permitted on corner lots, otherwise prohibited.	In “townhome” building type only. In the case of CN-SF corner lots, the corner lot must contain at least 30' of frontage on two or more street sides.
Two-Family Dwelling Units	P	P	P	In CN-SF: only permitted on corner lots, otherwise prohibited.	In the case of CN-SF corner lots, the corner lot must contain at least 30' of frontage on two or more street sides.

STANDARDS FOR AMENDMENTS

§122-362(a)

*(a) **Text Amendment.** For a change to the text of the Zoning Ordinance, the Planning Commission shall consider and the City Council may consider, whether the proposed amendment meets the following standards:*

(1) The proposed amendment is consistent with the guiding values of the Master Plan; and

The proposed amendment clearly follows the guiding values of:

- “Anyone, no matter what age or income, can find a place to call home in Ypsilanti”
 - This action presents an opportunity to preserve, improve, and create viable, safe affordable homes.
 - This action will clearly preserve and create housing that is much needed in our community.
- “Ypsilanti is sustainable”
 - This action helps replenish resources, especially because the strategy of infill development makes use of property that can tie into existing infrastructure.
 - This action makes Ypsilanti a more environmentally sustainable place as infill development can lead to more walkable communities that use non-motorized transportation rather than commuters who drive their personal vehicle alone.

(2) The rezoning is consistent with description and purpose of the proposed district, and

Not applicable.

(3) The proposed amendment is consistent with the intent of this Zoning Ordinance; and

Yes, this proposed amendment is consistent with the intent of this Zoning Ordinance. It adds flexibility in certain zoning districts, in that it adds land uses successfully applied in other districts.

(4) The proposed amendment will enhance the functionality, transportation network or character of the future development in the City; and

This proposed amendment is consistent with the recently adopted Non-Motorized Transportation Plan Update. Higher densities near job opportunities and grocery stores, as well as near amenities such as parks, restaurants, and entertainment, may reduce the number of people who drive alone and may increase the number of pedestrians by bicycle or foot.

(5) The proposed amendment will preserve the historic nature of the surrounding area and of the City; and

The reuse of historic carriage houses, near Depot Town in CN-SF zones especially, may provide the property owner a potential source of income to be able to continue to maintain such historic structures. The City believes working with the structures that

exist, rather than constructing new high-rises, may be a successful strategy in providing more housing in the City.

(6) The proposed amendment will enhance the natural features and environmental sustainability of the City; and

The natural features and environmental sustainability will be enhanced by the ability to provide for more housing that might be closer to the commercial districts of the City, and thus closer to job opportunities. This may reduce the number of commuters who drive alone, and may increase non-motorized transportation which is a goal stated in the Non-Motorized Transportation Plan Update which was recently adopted this year.

(7) The proposed amendment will protect the health, safety, and general welfare of the public; or

The proposed amendment will protect the health, safety, and general welfare of the public. It is consistent with the Master Plan Update, which contained aforementioned policy recommendations pertaining to housing. The Plan Update also included a Sustainability chapter which this amendment is consistent with.

(8) The proposed amendment is needed to correct an error or omission in the original text; or

Not applicable.

(9) The proposed amendment will address a community need in physical or economic conditions or development practices; and

Increasing availability to provide housing helps make housing more affordable. Also improving the ability to for someone to locate their small home or manufactured home, even if on a small lot, provides an opportunity for someone that otherwise might not exist under a restrictive zoning ordinance. ADUs can allow people to "age in place", or, can be a small home for a young professional to rent while they start their career here.

(10)The proposed amendment will not result in the creation of significant nonconformities in the City.

Not likely, as the amendments make the zoning ordinance more flexible rather than more prohibitive.

Staff believes these modifications to the zoning ordinance appropriately follow these standards.

STAFF RECOMMENDATION

Planning Commission recommend ***adoption*** to City Council, for the proposed zoning ordinance text amendments to Chapter 122 sections 122-421, 122-422, 122-441, 122-468.HS, 122-469.CO, 122-470.TH, 122-471.AH, 122-472.CA, 122-473.AB, 122-474.CS as presented, with the following findings:

- (1) The proposed amendment is consistent with the guiding values of the Master Plan;
- (2) The proposed amendment is consistent with the intent of this Zoning Ordinance;
- (3) The proposed amendment will enhance the functionality, transportation network or character of the future development in the City;
- (4) The proposed amendment will preserve the historic nature of the surrounding area and of the City;
- (5) The proposed amendment will enhance the natural features and environmental sustainability of the City;
- (6) The proposed amendment will protect the health, safety, and general welfare of the public;
- (7) The proposed amendment will address a community need in physical or economic conditions or development practices;
- (8) The proposed amendment will not result in the creation of significant nonconformities in the City;

Andy Aamodt
City Planner, City of Ypsilanti

c.c. File



Resolution No. 2021-181
September 14, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing to consider an ordinance titled "Residential Modifications Zoning Update" be officially closed.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 14 day of September 2021

#Resolution No. 2021-181



Resolution No. 2021-182
September 14, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. **Resolution No. 2021-183, approving the minutes of August 17, 19, 26, 2021.**
2. **Resolution No. 2021-184, approving appointments to boards and commissions.**
3. **Resolution No. 2021-185, approving the appointment of the Administrative Hearings Bureau Officer.**
4. **Resolution No. 2021-186, approving the purchase of three police vehicles from Gorno Ford.**
5. **Resolution No. 2021-187, approving the award of the Community Development Block Grant Ramp Program.**
6. **Resolution No. 2021-188, approving the subrecipient agreement between the City and Washtenaw County for the Community Development Block Grant Ramp Program.**
7. **Resolution No. 2021-189, approving Ordinance 1378, an ordinance to amend the drug paraphernalia ordinance (Second Reading).**
8. **Resolution No. 2021-190, approving Ordinance 1379, an ordinance for a Zoning Text Amendment - Adult Use (Second Reading).**

OFFERED BY: _____

SECONDED BY: _____

YES:

NO:

ABSENT:

VOTE:

#Resolution No. 2021-182

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
14 day of September 2021

#Resolution No. 2021-182



Resolution No. 2021-183
September 14, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of August 17, 19, and 26th be approved.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
14 day of September 2021

#Resolution No. 2021-183



MINUTES REGULAR COUNCIL Meeting

7:00 PM - Tuesday, August 17, 2021
Zoom Meeting

The REGULAR COUNCIL of the City of Ypsilanti was called to order on Tuesday, August 17, 2021, at 7:00 PM, in the Zoom Meeting, with the following members present:

PRESENT: Council Member Jennifer Symanns (City of Ypsilanti, Washtenaw County), Council Member Steven Wilcoxon (City of Ypsilanti, Washtenaw County), Mayor Pro-Tem Nicole Brown (City of Ypsilanti, Washtenaw County), Mayor Lois Richardson (City of Ypsilanti, Washtenaw County), Council Member Anthony Morgan (City of Ypsilanti, Washtenaw County), Mr. Brian Jones-Chance (City of Ypsilanti, Washtenaw County), and Council Member Annie Somerville (City of Ypsilanti, Washtenaw County).

ABSENT: None

I CALL TO ORDER

The meeting was called to order at 7:00 PM.

II ROLL CALL

Council Member Steve Wilcoxon moved, seconded by Mr. Brian Jones-Chance to excuse Council Member Symanns. On a voice vote, the motion carried.

III AGENDA APPROVAL

Council Member Annie Somerville moved, seconded by Council Member Steve Wilcoxon to move section VII prior to section VI. On a voice vote, the motion carried.

IV PUBLIC COMMENT (3 MINUTES)

27 members from the public spoke.

V PRESENTATIONS

- a) Stormwater, Asset Management, Wastewater (SAW) Program Management - OHM.

VI ORDINANCES FIRST READING

- a) Ordinance 1378, an ordinance to remove hypodermic needles from the drug paraphernalia ordinance.

1. Resolution No. 2021-158, determination
2. Public Hearing **1 member from the public spoke**
3. Resolution No. 2021-159, close the public hearing

Mayor Pro-Tem Nicole Brown moved, seconded by Council Member Annie Somerville, to amend Resolution No. 2021-158

RESULT:	CARRIED.
MOVER:	Mayor Pro-Tem Nicole Brown
SECONDER:	Council Member Annie Somerville
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

Mayor Pro-Tem Nicole Brown moved, seconded by Council Member Annie Somerville, to approve Resolution No. 2021-158 As Amended

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

The ordinance entitled "An ordinance to amend the drug paraphernalia ordinance to align with MCL 333.7457 to 333.7455, Section 7457 (f) An object sold, offered for sale, or given away by a state or local government agency or by a person specifically authorized by a state or local governmental agency to prevent the transmission of infectious agents" is approved on first reading.

RESULT:	CARRIED.
MOVER:	Mayor Pro-Tem Nicole Brown
SECONDER:	Council Member Annie Somerville
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

Council Member Steven Wilcoxon moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2021-159

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing for an ordinance entitled "An ordinance to remove hypodermic syringes and needles from being classified or defined as drug paraphernalia" be officially closed.

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Mayor Pro-Tem Nicole Brown
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

- b)** Ordinance 1379, an ordinance regarding Zoning Text Amendment - Adult use
1. Resolution No. 2021-160, determination
 2. Public Hearing
 3. Resolution No. 2021-161, close the public hearing

Council Member Brian Jones-Chance moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2021-160

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City has an interest in protecting the health, safety, and welfare of the community; and

WHEREAS, the City has an adopted Master Plan that reflects the policy goals of the City; and

WHEREAS, the Planning Commission from time to time reviews the zoning ordinance performance with relation to these goals and general functionality; and

WHEREAS, the Planning Commission has recommended the City Council adopt the proposed ordinance changes;

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve the ordinance entitled Adult Regulated Uses Zoning Update.

RESULT:	CARRIED.
MOVER:	Council Member Brian Jones-Chance
SECONDER:	Council Member Steven Wilcoxon
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

Council Member Steven Wilcoxon moved, seconded by Council Member Brian Jones-Chance, to approve Resolution No. 2021-161

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing to consider an ordinance titled "Adult Regulated Uses Zoning Update" be officially closed.

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Council Member Brian Jones-Chance
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

Council Member Steve Wilcoxon moved, seconded by Council Member Anthony Morgan to extend the meeting until 11:00 PM. On a voice vote, the motion carried.

A recess was taken from 10:53 PM to 11:00 PM

VII PUBLIC HEARINGS

- a) Approving a budget amendment to remove the budget allocation for three police officers.
 - 1. Resolution No. 2021-156, determination
 - 2. Public Hearing **7 members from the public spoke**
 - 3. Resolution No. 2021-157, close the public hearing

Council Member Steven Wilcoxon moved, seconded by Council Member Brian Jones-Chance, to call the question on 2021-156

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Council Member Brian Jones-Chance
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

Council Member Annie Somerville moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2021-156

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, three additional police officers were added to the Fiscal Year 2021-2022 Budget during the Second Reading of the Budget on May 18, 2021; and

Whereas, it has been requested by two Council Members to review the allocation and allow for public comment.

Now therefore be it resolved that City Council removes the three previously budget police officers in the amount of \$239,133 from the General Fund #101 under the Police Department #3070 of the Fiscal Year 2021-2022 Budget

RESULT:	DEFEATED.
MOVER:	Council Member Annie Somerville
SECONDER:	Council Member Steven Wilcoxon
AYES:	Annie Somerville
NAYS:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, and Brian Jones-Chance

Council Member Anthony Morgan moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2021-157

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing to consider the reduction of the three additional police officers to the Fiscal Year 2021-2022 Budget by officially closed.

RESULT:	CARRIED.
MOVER:	Council Member Anthony Morgan
SECONDER:	Council Member Steven Wilcoxon
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

Council Member Steve Wilcoxon moved, seconded by Council Member Mr. Brian Jones-Chance to extend the meeting to 12:00 AM. On a voice vote, the motion carried.

VIII CONSENT AGENDA

- a) Resolution No. 2021-162, approving the Consent Agenda.

Council Member Steven Wilcoxon moved, seconded by Council Member Anthony Morgan, to approve Resolution No. 2021-162

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. **Resolution No. 2021-163, approving the minutes of July 20, 2021.**
2. **Resolution No. 2021-164, authorizing the tying of teal ribbons throughout the city from September 1, 2020 through September 30, 2020 for National Ovarian Cancer Awareness.**
3. **Resolution No. 2021-165, approving fireworks display permit for ACE Pyro, LLC, on behalf of Eastern Michigan University.**

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Council Member Anthony Morgan
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

- b) Resolution No. 2021-163, approving the minutes of July 20, 2021.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of July 20, 2021 be approved.

- c) Resolution No. 2021-164, authorizing the tying of teal ribbons throughout the city from September 1, 2020 through September 30, 2020 for National Ovarian Cancer Awareness.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, *Turn the Town Teal* is a national campaign to create awareness of ovarian cancer and its symptoms;

WHEREAS, ovarian cancer is the deadliest of gynecologic cancers and a leading cause of cancer-related death in women. There is no early detection test for ovarian cancer; It is referred to as "The Silent Disease"; and

Whereas, each year the Michigan Ovarian Cancer Alliance (MIOCA), a nonprofit and partner member of the Ovarian Cancer National Alliance, sponsors "*Turn the Towns Teal*", a national campaign to create awareness of ovarian cancer; and

Whereas, this event is held in conjunction with National Ovarian Cancer Awareness Month, from September 1 to September 30; and

Whereas, the Michigan Ovarian Cancer Alliance would like to tie teal ribbons throughout the city, post awareness posters at establishments, and distribute information cards; and

Whereas, the Michigan Ovarian Cancer Alliance (MIOCA), will cover all expenses incurred by this campaign and there will be no cost to the city.

THEREFORE BE IT RESOLVED THAT the Mayor and City Council supports this national campaign and approves of teal ribbons being tied throughout the city September 1st - September 30, 2021, along with lawn signs, awareness posters and information cards being provided for establishments that are interested.

- d) Resolution No. 2021-165, approving fireworks display permit for ACE Pyro, LLC, on behalf of Eastern Michigan University.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, Andrew Espenshade of ACE Pyro, LLC, on behalf of the Eastern Michigan University Athletic Department has applied for a fireworks permit to allow a fireworks display at Eastern Michigan University's Rynerson Stadium. The fireworks are scheduled on September 3rd, September 25th, October 9th, October 16th, November 9th, and November 16th, 2021; and

Whereas, ACE Pyro, LLC will operate the display and has obtained public liability insurance in the amount of \$10,000,000 and has added the City of Ypsilanti as an additional insured.

Now therefore be it resolved that the Ypsilanti City Council approves a Fireworks Display Permit for days; September 3rd, September 25th, October 9th, October 16th, November 9th, and November 16th, 2021, subject to the inspection and approval of the Ypsilanti Fire Department.

IX RESOLUTIONS/MOTIONS/DISCUSSIONS

- a) Resolution No. 2021-166, approving a budget amendment for a Freighthouse Warming Center.

Council Member Steven Wilcoxon moved, seconded by Council Member Anthony Morgan, to approve Resolution No. 2021-166

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the City of Ypsilanti recognizes the importance of a warming center during the cold harsh winter months in Michigan and seeks to assist our most vulnerable; and

WHEREAS, the City operates the Ypsilanti Freighthouse and generates revenue to help support the ongoing maintenance and community purpose of the space; and

WHEREAS, the investment in a warming center at the Freighthouse is part of a broader strategy to prioritize community health collaboration with community partners like the County Shelter Association and Ypsilanti Downtown Development Authority; and

Now therefore be it resolved that the Ypsilanti City Council approve the Freighthouse Budget Amendment and RFL to support the Warming Center operation beginning in November 2021 and ending in April 2022.

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Council Member Anthony Morgan
AYES:	Steven Wilcoxon, Anthony Morgan, Jennifer Symanns, Nicole Brown, Lois Richardson, Brian Jones-Chance, and Annie Somerville

- b) Resolution No. 2021-167, approving a volunteerism policy for employees of the City of Ypsilanti.

Council Member Anthony Morgan moved, seconded by Council Member Brian Jones-Chance, to approve Resolution No. 2021-167

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, City Council and the City Manager recognizes the importance of volunteer support for nonprofit organizations; and

WHEREAS, City employees benefit from building authentic relationships with stakeholders in the nonprofit world and forming deeper connections to the needs of residents through volunteerism; and

WHEREAS, the investment in a VTO policy is part of an overall strategy to retain employees and integrate them in the community and a budget has been developed to cover the maximum potential cost; and

Now therefore be it resolved that the Ypsilanti City Council approve the Volunteer Time Off policy and budget amendment with the effective date of August 1, 2021.

RESULT:	CARRIED.
MOVER:	Council Member Anthony Morgan
SECONDER:	Council Member Brian Jones-Chance

AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville
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- c) Resolution No. 2021-168, approving the proposed changes to the downtown permit parking schema and striking proposed income-based fee discount for parking permits from the fee schedule.

Council Member Steven Wilcoxon moved, seconded by Council Member Anthony Morgan, to approve Resolution No. 2021-168

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, City Council adopted the Ypsilanti Central Business District Parking Study and Strategy; and

WHEREAS, said document identifies a number of opportunities for improvement of Central Business District parking; and

WHEREAS, the proposed central business district permit tiers, establishment of permit-only spaces, and ceasing the practice of allowing permitholders to park without restrictions in N Adams and N Huron aligns with the recommendations of the Central Business District Parking Study and Strategy;

NOW THEREFORE BE IT RESOLVED that the Ypsilanti City Council authorize staff to proceed with the proposed changes to the downtown permit parking schema and

NOW THEREFORE BE IT FURTHER RESOLVED that the proposed income-based fee discount for parking permits be stricken from the adopted fee schedule.

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Council Member Anthony Morgan
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, and Brian Jones-Chance
NAYS:	Annie Somerville

- d) Resolution No. 2021-169, authorizing staff to proceed with changes and create a traffic control order for said changes.

Council Member Steven Wilcoxon moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2021-169

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, City Council adopted the Ypsilanti Central Business District Parking Study and Strategy; and

WHEREAS, said document identifies a number of opportunities for improvement of Central Business District parking; and

WHEREAS, the proposed central business district parking lot retiming of N Adams, N Huron, And S Huron aligns with the recommendations of the Central Business District Parking Study and Strategy;

NOW THEREFORE BE IT RESOLVED that the Ypsilanti City Council authorize staff to proceed with enacting the proposed changes, and to create a traffic control order in support of these changes.

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Mayor Pro-Tem Nicole Brown
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, and Brian Jones-Chance
NAYS:	Annie Somerville

- e) Discussion regarding the installation of speed control measures on Burton Court.

Council Member Brian Jones-Chance moved, seconded by Mayor Pro-Tem Nicole Brown, to install center delineator to Burton Ct and speed bumps on 2nd Ave.

RESULT:	CARRIED.
MOVER:	Council Member Brian Jones-Chance
SECONDER:	Mayor Pro-Tem Nicole Brown
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Brian Jones-Chance, and Annie Somerville
NAYS:	Anthony Morgan

- f) Discussion regarding incentivizing youth membership on boards and commissions through private donations.

Council Member Steve Wilcoxon moved seconded by Mayor Pro-Tem Brown to extend the meeting to 12:30 AM. On a voice vote the motion carried.

X BOARD AND COMMISSION - NOMINATIONS

a) **Ypsilanti Housing Commission**

Melvin Parson - **New Member**

806 Hilyard Robinson Way
Ypsilanti, MI 48197

Anthony Williamson - **New Member**

Non-Resident

8157 Starling Court
Ypsilanti, MI 48197

Michael Simmons - **New Member**

432 Jefferson St.
Ypsilanti, MI 48197

Edward Robinson - New Member (added)

843 Madison

Ypsilanti, MI 48197

Council Member Anthony Morgan moved, seconded by Council Member Annie Somerville, to table the YHC nomination to 9/14/21

RESULT:	CARRIED.
MOVER:	Council Member Anthony Morgan
SECONDER:	Council Member Annie Somerville
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

- b) **Planning Commission**
Carl Schier - **New Member**
212 North Mansfield St
Ypsilanti, MI 48197

Marc Arthur - **New member**
325 E Cross St.
Ypsilanti, MI 4898

XI BOARD AND COMMISSION - COMMUNICATIONS

- a) Human Relations Commission approved Youth Board and Commission Member recruitment flier.

XII BOARD AND COMMISSION - LIAISON REPORTS

1. Police Advisory Commission. **22 July, hypodermic needles**
2. Human Relations Commission. **None**
3. Arts Commission. **None**
4. Parks and Recreation Commission. **Pool is running well, people looking for work at Prospect Park, Fall River Day coming up.**
5. Sustainability Commission. **Looking for people, quorum is an issue**
6. Historic District Commission. **None**
7. Planning Commission. **Met to approve the zoning changes.**
8. Zoning Board of Appeals **None**

XIII LIAISON REPORTS

1. SEMCOG Update **None**
2. Washtenaw Area Transportation Study **None**
3. Urban County **None**
4. Ypsilanti Downtown Development Authority **None**
5. Friends of Rutherford Pool **None**

XIV COUNCIL PROPOSED BUSINESS

Wilcoxon

- **Stated there have been issues with flooding near Normal Park.**
- **Stated there will be an engagement session tomorrow night is the landowner that would be effected by the removal of Pen Dam.**

Morgan

- **Mayor Pro-Tem, Brian Jones-Chance and YHC Director Zac Fosler walked through Parkridge**
- **Stated he would like to revisit the social equity plan.**
- **Stated he would like to examine protocol for conflict of interest.**

Brown

- **None**

Symanns

- **Stated there has been reports of improper parking on the 900 Block of Grant St.**

Somerville

- **None**

XV COMMUNICATIONS FROM THE MAYOR

- **Mayor Association Summer Retreat - intensive report regarding infrastructure and funding.**
- **Marijuana ordinance changes**
- **Speeding concerns on 2nd Ave**
- **Could not attend the Saturday event at Parkridge**

XVI COMMUNICATIONS FROM THE CITY MANAGER

- a) Memo regarding public engagement as a part of the American Rescue Plan Compliance Reporting.

XVII COMMUNICATIONS

- a) City Council and police Advisory Commission Joint Meeting - August 26th at 7:00 pm.

XVIII ADJOURNMENT

- a) Resolution No. 2021-170, adjourning the City Council Meeting.

The meeting adjourned at 12:18 PM

- b) Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



MINUTES

SPECIAL Meeting

7:00 PM - Thursday, August 19, 2021
Zoom Meeting

The SPECIAL of the City of Ypsilanti was called to order on Thursday, August 19, 2021, at 7:00 PM, in the Zoom Meeting, with the following members present:

PRESENT: Council Member Jennifer Symanns (City of Ypsilanti, Washtenaw County), Council Member Steven Wilcoxon (City of Ypsilanti, Washtenaw County), Mayor Pro-Tem Nicole Brown (City of Ypsilanti, Washtenaw County), Mayor Lois Richardson (City of Ypsilanti, Washtenaw County), Council Member Anthony Morgan (City of Ypsilanti, Washtenaw County), Mr. Brian Jones-Chance (City of Ypsilanti, Washtenaw County), and Council Member Annie Somerville (City of Ypsilanti, Washtenaw County).

ABSENT: None

I CALL TO ORDER

The meeting was called to order at 7:00 PM

II ROLL CALL

III AGENDA APPROVAL

Council Member Annie Somerville moved, seconded by Council Member Steve Wilcoxon to approve the agenda. On a voice vote, the motion carried.

IV PUBLIC COMMENT (3 MINUTES)

None

V APPEAL HEARINGS

a) Procedures for hearings

b) The Wurst License, LLC - 705 W. Cross St.

The Wurst License, LLC: 705 W. Cross St.: Denial Letter Sent on June 29, 2021: Appeal Received July 27, 2021, at 12:55 pm.

Council Member Steven Wilcoxon moved, seconded by Council Member Annie Somerville, to allow the appeal and issue the permit and refund the fee for appeal.

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Council Member Annie Somerville
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Brian Jones-Chance, and Annie Somerville
NAYS:	Anthony Morgan

- c) AMA Operations, LLC - 212 N. Lincoln St.

AMA Operations, LLC: 212 N. Lincoln St.: Denial Letter Sent on June 29, 2021: Appeal Received on July 29, 2021, at 3:14 pm.

Council Member Steven Wilcoxon moved, seconded by Council Member Annie Somerville, to allow the appeal and issue the permit and refund the fee for appeal.

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Council Member Annie Somerville
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Brian Jones-Chance, and Annie Somerville
NAYS:	Anthony Morgan

- d) TAMA Ventures - 915 W. Michigan Ave.

TAMA Ventures: 915 W. Michigan Ave.: Denial Letter Sent on June 29, 2021: Appeal Received on July 29, 2021, at 3:34 pm

Council Member Steven Wilcoxon moved, seconded by Council Member Annie Somerville, to allow the appeal and issue the permit and refund the fee for appeal.

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Council Member Annie Somerville
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Brian Jones-Chance, and Annie Somerville
NAYS:	Anthony Morgan

VI ADJOURNMENT

Council Member Steve Wilcoxon moved, seconded by Mr. Brian Jones-Chance to adjourn the meeting. The meeting was adjourned at 8:30 PM. On a voice vote, the motion carried.



MINUTES

WORK SESSION Meeting

7:00 PM - Thursday, August 26, 2021
Zoom Meeting

The WORK SESSION of the City of Ypsilanti was called to order on Thursday, August 26, 2021, at 7:00 PM, in the Zoom Meeting, with the following members present:

PRESENT: Council Member Jennifer Symanns (City of Ypsilanti, Washtenaw County) 8:00 PM, Council Member Steven Wilcoxen (City of Ypsilanti, Washtenaw County), Mayor Pro-Tem Nicole Brown (City of Ypsilanti, Washtenaw County), Mayor Lois Richardson (City of Ypsilanti, Washtenaw County), Council Member Anthony Morgan (City of Ypsilanti, Washtenaw County), and Council Member Annie Somerville (City of Ypsilanti, Washtenaw County).

Commissioner Andy Fanta (Washtenaw County, City of Ypsilanti),
Commissioner Herman Humes (Washtenaw County, City of Ypsilanti),
Commissioner Gail Wolkoff (Washtenaw County, City of Ypsilanti),
Commissioner Renee Echols (Washtenaw County, City of Ypsilanti) 9:00 PM

ABSENT: Mr. Brian Jones Chance
Commissioner Kathleen McCormick
Commissioner Precious Turman

I. CALL TO ORDER

The meeting was called to order at 7:07 PM

II. ROLL CALL

Council Member Annie Somerville moved, seconded by Mr. Brian Jones Chance. On a voice vote, the motion carried.

Commissioner Renee Echols move, seconded by Herman Humes to excuse Commissioner Kathleen McCormick. On a voice vote, the motion carried.

III. AGENDA APPROVAL

Council Member Annie Somerville moved, seconded by Council Member Steve Wilcoxen to add 2 items to the agenda. On a voice vote, the motion carried.

1. Discussion of high-speed chase

2. Discussion of data and transparency

Council Member Steve Wilcoxon moved, seconded by Council Member Annie Somerville to approve the agenda as amended. On a voice vote, the motion carried.

IV. PUBLIC COMMENT (3 MINUTES)

2 members from the public spoke.

V. WORK SESSION

- A) Biannual Joint Meetings between City Council and the Police Advisory Commission.
- B) Potential Amendment to Ordinance 1295.
 - 1. Develop programs and strategies to promote positive police/community relations and to provide opportunities for expanded discussions, improved understanding, and innovative ways of resolving differences. The development of these will create and/or restore trust with the community, have policy oversight, raise personnel standards, and create transparency.
 - 2. Add "Authority" to the ordinance and create how the commission will demonstrate our authority to the Chief of Police and to City Council and the City Manager.
- C) Develop metrics to show the success of the Police Advisory Commission.
- D) Discussion regarding strategies on how to prevent hiring officers that were fired from other jurisdictions.
- E) Discussion regarding high-speed chase. **(Added)**
- F) Discussion regarding data and transparency. **(Added)**

VI. CLOSED SESSION

- A) Closed Session to discuss pending litigation – MCL 15.268 (e) Ypsilanti Art Theatre Corp v the City of Ypsilanti.

Council Member Steven Wilcoxon moved, seconded by Council Member Anthony Morgan, to adjourned into a closed session.

The meeting was adjourned into a closed session at 9:14 PM

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Council Member Anthony Morgan
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

Council Member Steve Wilcoxon moved, seconded by Council Member Anthony Morgan to reconvened to open session 10:04 PM. On a voice vote, the motion carried.

VII. ADJOURNMENT

Council Member Anthony Morgan moved, seconded by Mayor Pro-Tem Brown, to adjourn the meeting at 10:04 PM. On a voice vote, the motion carried.



Resolution No. 2021-184
September 14, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>NAME</u>	<u>BOARD</u>	<u>EXPIRATION</u>
Carl Schier New member 212 N. Mansfield St Ypsilanti, MI 48197	Planning Commission	5/1/2024
Marc Arthur New member 325 E. Cross St/ Ypsilanti, MI 48198	Planning Commission	5/1/2024

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
14 day of September 2021

#Resolution No. 2021-184



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Andrew Hellenga
DATE: September 14, 2021
SUBJECT: Appointment of AHB Hearing Officers

DESCRIPTION:

Appointment of AHB Hearing Officers

SUMMARY:

With the adoption of Ordinance 1130 on August 17, 2010 the City created an Administrative Hearings Bureau.

Article 2, Section 71-31 of the ordinance states the Bureau will be administered by an Administrative Hearings Bureau Officer appointed by the City Manager, subject to approval by City Council.

The City Manager has appointed Attorney Jack Gilbreath as the Administrative Hearing Bureau Officers and is seeking Council approval.

ATTACHMENTS: Resolution

RECOMMENDED ACTION: Approval

CITY MANAGER APPROVAL: _____ **COUNCIL AGENDA DATE:** _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2021-185
September 14, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT Council approves Jack Gilbreath as Administrative Hearings Bureau Officers for the City of Ypsilanti as appointed by the City Manager.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 14 day of September 2021

#Resolution No. 2021-185



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Tony Degiusti
DATE: September 14, 2021
SUBJECT: Replacement of Patrol Vehicles

DESCRIPTION:

Replacement of Patrol Vehicles

SUMMARY:

In the FY 2021-22 budget funds were allocated from the Motor Pool account for the replacement of two patrol vehicles due to excessive wear, mileage and maintenance costs to safely operate the vehicles. The vehicles are scheduled to be replaced by two 2022 Ford Police Interceptor SUVs. In addition, funds have been allocated by MML Insurance fund for the purchase of a patrol vehicle that was classified as a total loss. This vehicle will also be replaced with a 2022 Ford Police Interceptor SUV.

The Ford Police Interceptor SUV is specifically designed to be a patrol vehicle. It is equipped with all wheel drive for superior handling in all types of weather and will accommodate some of the current equipment at the police department. The cost to replace the vehicles is \$33,099 each for a total of \$99,297.00.

The vehicles will be purchased under state bid pricing from Gorno Ford of Woodhaven, MI.

Action Requested:

Approve the purchase of three (3) 2022 Ford Police Interceptor SUVs from Gorno Ford in the amount of \$99,297.00 to be paid for from the Motor Pool account #641-7-9330-987-10 and the MML Insurance Fund.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2021-186
September 14, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti Police Department desires to replace three (3) Patrol Vehicles with 2022 Ford Police Interceptor SUVs, and

WHEREAS, the City of Ypsilanti Police Department has been allocated funds through the MML Insurance fund for the purpose of purchasing one (1) vehicle, and funds were budgeted in the FY2021-22 Budget for the purchase of two (2) vehicles, and

WHEREAS, Gorno Ford of Woodhaven, Michigan has provided State of Michigan bid pricing in the amount of \$33,099.00 for each vehicle for a total of \$99,297.00.

THEREFORE BE IT RESOLVED, that the Chief of Police be authorized to sign all necessary documents needed to execute the vehicle purchase.

OFFERED BY: _____

SECONDED BY: _____

YES:

NO:

ABSENT:

VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 14 day of September 2021

#Resolution No. 2021-186



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Bonnie Wessler
DATE: September 14, 2021
SUBJECT: 2021 CDBG Ramp Program – Contract Award

DESCRIPTION:

2021 CDBG Ramp Program – Contract Award

SUMMARY:

As part of a Consent Decree entered into by the City of Ypsilanti in 2005, the City is required to spend \$100,000 each year retrofitting existing sidewalk ramps to ADA standards until all of the sidewalk ramps in the City have been retrofitted. This is accomplished by utilizing Community Development Block Grant (CDBG) funds from Washtenaw County and METRO Act funds that we receive from the State of Michigan. The Department of Public Services administers these as two (2) separate contracts and the current proposal before Council is the CDBG contract for sidewalk ramp improvements, which has been budgeted for approximately \$50,000. The proposed locations of the sidewalk ramps that were initially bid to be retrofitted are as follows:

- Whittier/Bellvue: west side – 1 ramp
- Collegewood/Mansfield: east, west, and south legs – 6 ramps
- Roosevelt/Kewanee: east, west, and north legs – 6 ramps
- Kewanee/Witmire: north, south, and east legs – 6 ramps
- Collegewood/University: east, west, and south legs – 6 ramps

A sealed bid for the project was received at 11 am on August 31, 2021, in the City of Ypsilanti Council Chambers. The four bids ranged from \$95,500.00 to \$115,979.85 and the lowest responsive bidder was GM & Sons Construction in the amount of \$95,500.00.

As the lowest responsive bidder exceeds the amount we receive from the County by more than \$40,000, we have worked to prioritize the ramps to include in this year's work, postponing the remainder to a future year. The ramps proposed for this year are:

- Whittier/Bellvue: west side – 1 ramp
- Collegewood/Mansfield: east, west, and south legs – 6 ramps
- Roosevelt/Kewanee: east and west north legs – 4 ramps

Due to this we are recommending that Council award the contract at the bid price and allow staff to work with the contractor to reduce the scope of work so we can fit within our allocated funds for this project. If this is acceptable staff will work with the contractor and our engineers to reduce the scope of work to fit within our allocated budget. The City's engineering consultant has reviewed the bids, and staff's proposed prioritization, and are recommending GM & Sons Construction to be awarded the bid.

RECOMMENDED ACTION:

Based on the recommendation from the engineering consultant staff recommends City Council award the 2021 CDBG Ramps contract to GM & Sons Construction for the bid amount of \$95,500.00, subject to the review by the City Attorney.

ATTACHMENTS:

Engineer Recommendation Letter;
Bid Tabulation;
Proposed Construction Contract/Documents;

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2021-187
September 14, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, funding has been programmed in the Washtenaw County Community Development Block Grant Program for the retrofitting of existing sidewalk ramps in the City of Ypsilanti; and,

WHEREAS, the City of Ypsilanti has solicited sealed bids for the project; and,

WHEREAS, GM & Sons Construction is the lowest qualified bidder and is being recommended by the City's engineering consultant for this project.

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti awards the 2021 CDBG Ramps contract be awarded to GM & Sons Construction for the bid amount of \$95,500.

THAT the Mayor and City Clerk are authorized to sign this contract, subject to review by the City Attorney and any change orders are subject to review and approval by the City Manager to facilitate the completion of this work.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 14 day of September 2021

#Resolution No. 2021-187



ARCHITECTS. ENGINEERS. PLANNERS.

September 8, 2021

City of Ypsilanti
One Huron Street
Ypsilanti MI 48197

Attention: Ron Akers, AICP
Director of Public Services
City of Ypsilanti

Regarding: Recommendation of Award
2021 CDBG Ramps

Dear Mr. Akers:

Four sealed bids for the 2021 CDBG Ramps were received and publicly read aloud at 11:00 am on Tuesday, August 31, 2021, in the City of Ypsilanti Council Chambers. The four bids ranged from \$95,500.00 to \$115,979.85. The detailed bid tabulation is attached.

GM & Sons Construction is the lowest responsive bidder on the project. All required information, including bond surety, statement of qualifications, and subcontractors listing, has been provided.

It appears GM & Sons Construction is capable of performing the work based on past experiences, referenced projects, and information provided with the statement of qualifications in the bid package. Furthermore, GM & Sons Construction has performed sidewalk work within the City of Ypsilanti in the past. Based on the submitted information, it is recommended that the City of Ypsilanti, 2021 CDBG Ramps contract be awarded to GM & Sons Construction for the bid amount of \$95,500.

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

Sincerely,
OHM Advisors



Rachel Jackson, P.E.

CC: Frances McMullan, City Manager
Bonnie Wessler, AICP, Project Manager
Kent Early, OHM Advisors

P:\0000_0100\0094210040_2021_CDBG_Ramps\PM\Correspondence\2021 CDBG Bid Award Letter.docx\

Attachment: Bid Tab

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

OHM-Advisors.com

Tabulation for Bids Received on 8/31/2021
 2021 CDBG Ramps
 City of Ypsilanti, Washtenaw County, State of Michigan
 OHM Job No.: 0094-21-0040

GM & Sons Construction, Inc.
 6784 Whitmore Lake Road
 Whitmore Lake, MI 48189

Phone: (734) 929-1259

Saladino Construction Co. Inc.
 3303 North Territorial Rd. W
 Ann Arbor, MI 48105

Phone: (734) 665-5913

Great Lakes Contracting Solutions, LLC
 2300 Edinburgh Road
 Waterford, MI 48328

Phone: (313) 962-0400

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

Phone: (313) 962-0400

Item No.	Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1)	Mobilization, Max 5%	1 LS	\$4,000.00	\$4,000.00	\$4,200.00	\$4,200.00	\$4,500.00	\$4,500.00	\$3,500.00	\$3,500.00
2)	Traffic Control and Maintenance	1 LS	\$1,500.00	\$1,500.00	\$2,555.00	\$2,555.00	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00
3)	Erosion Control, Inlet Protection, Fabric Drop	9 Ea	\$200.00	\$1,800.00	\$100.00	\$900.00	\$200.00	\$1,800.00	\$300.00	\$2,700.00
4)	Curb and Gutter, Rem	390 Ft	\$20.00	\$7,800.00	\$12.00	\$4,680.00	\$20.00	\$7,800.00	\$18.00	\$7,020.00
5)	Pavt, Rem	90 Syd	\$30.00	\$2,700.00	\$18.00	\$1,620.00	\$18.00	\$1,620.00	\$29.00	\$2,610.00
6)	Sidewalk, Rem	208 Syd	\$35.00	\$7,280.00	\$18.00	\$3,744.00	\$15.60	\$3,244.80	\$22.00	\$4,576.00
7)	HMA, 13A, Repair	20 Ton	\$400.00	\$8,000.00	\$250.00	\$5,000.00	\$475.00	\$9,500.00	\$475.00	\$9,500.00
8)	Curb and Gutter, Conc, Det F3	265 Ft	\$40.00	\$10,600.00	\$55.00	\$14,575.00	\$24.80	\$6,572.00	\$32.00	\$8,480.00
9)	Curb Ramp Opening, Conc.	125 Ft	\$40.00	\$5,000.00	\$55.00	\$6,875.00	\$24.80	\$3,100.00	\$32.00	\$4,000.00
10)	Sidewalk Retaining Wall, Integral, Less than 6 inch Height	30 Sft	\$40.00	\$1,200.00	\$40.00	\$1,200.00	\$18.75	\$562.50	\$50.00	\$1,500.00
11)	Detectable Warning Surface	125 Ft	\$50.00	\$6,250.00	\$60.00	\$7,500.00	\$50.00	\$6,250.00	\$190.00	\$23,750.00
12)	Sidewalk Ramp, Conc, 6 inch	1790 Sft	\$10.00	\$17,900.00	\$16.00	\$28,640.00	\$14.25	\$25,507.50	\$12.55	\$22,464.50
13)	Sidewalk, Conc, 4 inch	897 Sft	\$10.00	\$8,970.00	\$13.00	\$11,661.00	\$12.95	\$11,616.15	\$10.55	\$9,463.35
14)	Driveway, Nonreinf Conc, 6 inch	10 Syd	\$75.00	\$750.00	\$77.00	\$770.00	\$62.50	\$625.00	\$125.00	\$1,250.00
15)	Pavt Mrkg, Polyurea, 12 inch, Crosswalk	400 Ft	\$8.00	\$3,200.00	\$4.00	\$1,600.00	\$5.55	\$2,220.00	\$6.45	\$2,580.00
16)	Pavt Mrkg, Polyurea, 6 inch, Crosswalk	390 Ft	\$5.00	\$1,950.00	\$2.00	\$780.00	\$2.45	\$955.50	\$3.40	\$1,326.00
17)	Surface Restoration	200 Syd	\$25.00	\$5,000.00	\$9.00	\$1,800.00	\$20.00	\$4,000.00	\$8.00	\$1,600.00
18)	Remove and Reset Salvaged Sign	4 Ea	\$400.00	\$1,600.00	\$100.00	\$400.00	\$375.00	\$1,500.00	\$665.00	\$2,660.00
TOTAL BID AMOUNT				<u>\$95,500.00</u>	<u>\$98,500.00</u>	<u>\$101,373.45</u>	¹	<u>\$115,979.85</u>	³	

CORRECTIONS

¹ Amount adjusted to reflect bidder's summation error

² Amount adjusted to reflect bidder's multiplication error

³ Total adjusted to reflect bidder's above error

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**CONTRACT DOCUMENTS
FOR
2021 CDBG RAMPS**

**CITY OF YPSILANTI
YPSILANTI, MI 48197**

OHM Advisors
34000 Plymouth Road
Livonia, Michigan 48150

0094-21-0040
August 17, 2021

2021 CDBG Ramps
City of Ypsilanti
0094-21-0040
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ADVERTISEMENT FOR BID

2021 CDBG Ramps
City of Ypsilanti
August 17, 2021

Sealed Bids for 2021 CDBG Ramps will be received at the office of the City of Ypsilanti until 11:00 am local time, on August 31, 2021, by the Clerk's Office located at 1 S Huron St, Ypsilanti, MI 48197, but be aware that Clerk's Office has limited public access. The description of work involved is as follows:

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

Bidding Documents may be obtained after August 17, 2021 at 2:00 pm on BidNet Direct website (formerly MITN). Neither Owner nor ENGINEER will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than BidNet Direct website. Bidders should direct correspondence to the ENGINEER at rachel.jackson@ohm-advisors.com.

This is a Federally funded project. The contractor and subcontractors must comply with HUD procurement provisions in CFR 24 Part 85.36, Equal Employment Opportunity requirements, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, and other requirements as set forth in the bid documents. Minority and Women Owned Business Enterprises and Section 3 Business Concerns seeking bid opportunities under this project are encouraged to respond.

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.

Andrew Hellenga, 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 4, 2021. 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	September 14, 2021
Construction Start Date	October 4, 2021
Substantial Completion	November 5, 2021
Project Completion.....	November 26, 2021

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: Ron Akers

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 & McClimment, 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 & McClimment, 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

2021 CDBG Ramps
City of Ypsilanti

THIS BID IS SUBMITTED TO:

City of Ypsilanti
1 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 has been identified in the Supplemental Instructions to Bidders.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site 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

BF - 2

0094-21-0040

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

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

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

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

**BID FORM for
2021 CDBG Ramps
City of Ypsilanti, Washtenaw County, State of Michigan
OHM Job No.: 0094-21-0040**

Item	Description	Estimated Quantity		Unit Price	Amount
1	Mobilization, Max 5%	1	LS	\$ _____	\$ _____
2	Traffic Control and Maintenance	1	LS	\$ _____	\$ _____
3	Erosion Control, Inlet Protection, Fabric Drop	9	Ea	\$ _____	\$ _____
4	Curb and Gutter, Rem	390	Ft	\$ _____	\$ _____
5	Pavt, Rem	90	Syd	\$ _____	\$ _____
6	Sidewalk, Rem	208	Syd	\$ _____	\$ _____
7	HMA, 13A, Repair	20	Ton	\$ _____	\$ _____
8	Curb and Gutter, Conc, Det F3	265	Ft	\$ _____	\$ _____
9	Curb Ramp Opening, Conc.	125	Ft	\$ _____	\$ _____
10	Sidewalk Retaining Wall, Integral, Less than 6 inch Height	30	Sft	\$ _____	\$ _____
11	Detectable Warning Surface	125	Ft	\$ _____	\$ _____
12	Sidewalk Ramp, Conc, 6 inch	1,790	Sft	\$ _____	\$ _____
13	Sidewalk, Conc, 4 inch	897	Sft	\$ _____	\$ _____
14	Driveway, Nonreinf Conc, 6 inch	10	Syd	\$ _____	\$ _____
15	Pavt Mrkg, Polyurea, 12 inch, Crosswalk	400	Ft	\$ _____	\$ _____
16	Pavt Mrkg, Polyurea, 6 inch, Crosswalk	390	Ft	\$ _____	\$ _____
17	Surface Restoration	200	Syd	\$ _____	\$ _____
18	Remove and Reset Salvaged Sign	4	Ea	\$ _____	\$ _____
Total Bid Amount (ITEM 1-18 incl.):					\$ _____

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

Bidder agrees that the Work will be Substantially Complete on or before November 12, 2021, and completed and ready for final payment in accordance with the General Conditions on or before November 26, 2021.

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

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

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

SUBMITTED on _____, 20 _____

State Contractor License No. _____ . (If applicable)

If Bidder is:

An Individual

Name (typed or
printed): _____

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

Doing business
as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

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

1 South Huron Street

Ypsilanti, MI 48197

BID

BID DUE DATE: August 31, 2021

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

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

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

Attest: _____
Signature and Title

Attest: _____
Signature and Title

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

End of Section

STATEMENT OF QUALIFICATIONS

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

Name: _____

Address: _____ Phone: _____

Number of years operating under your present name: _____

Bonding Capacity: _____

Bonding Company: _____ Phone: _____

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

(circle one) YES NO Prequalification Number: _____

General nature of work performed by your company: _____

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

Major equipment available for this contract: _____

CURRENT PROJECTS:

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

COMPLETED PROJECTS:

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

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

Has your company defaulted on a contract? _____

If yes, where and
why? _____

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

By: _____
Name

Signature

Title

Number of additional sheets attached: _____

IRAN LINKED BUSINESS CERTIFICATION

Pursuant to Michigan Public Act 517 of 2012, any Bidder that submits a bid on a request for proposal with the 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:

2021 CDBG Ramps

ARTICLE 3 ENGINEER

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

ARTICLE 4 CONTRACT TIMES

4.01 Time is of the Essence

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

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed on or before November 12, 2021, and completed and ready for final payment on or before November 26, 2021.

Days to Achieve Substantial Completion and Final Payment

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 A-F, inclusive (excluding geotechnical reports);
9. 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:

City of Ypsilanti

By: _____
(CORPORATE SEAL)

By: _____
(CORPORATE SEAL)

Attest _____

Attest _____

Address for giving notices: _____

Address for giving notices: _____

1 South Huron Street

Ypsilanti, MI 48197

License No. _____

(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)

(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
1 South Huron Street
Ypsilanti, MI 48197

CONTRACT

Date:

Amount:

Description: 2021 CDBG Ramps
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
1 South Huron Street
Ypsilanti, MI 48197

CONTRACT

Date:

Amount:

Description: 2021 CDBG Ramps
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)

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1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER 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

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0094-21-0040

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Ypsilanti, 1 South Huron Street, Ypsilanti, MI 48197, as Owner, in the sum of _____ DOLLARS and no 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: 2021 CDBG Ramps, OHM JOB NO. 0094-21-0040.

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 _____ 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 2021 CDBG Ramps 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: _____

GENERAL CONDITIONS

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General

1. DEFINITIONS

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

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

“Change Order” - A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

“Contract” – The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

“CONTRACTOR”: The person, firm or corporation to whom the Contract is awarded by the OWNER and who is subject to the terms thereof and party of the second part of the Agreement.

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

“Construction Observer”: The authorized representative of ENGINEER who is assigned to the site or any part thereof.

“OWNER”: The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement: and for whom the work is to be provided; and the party of the first part of the Contract.

“Project Manual” – The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

“Specifications” - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

“Subcontractor”: A person, firm or corporation having a direct contract with CONTRACTOR or with any other subcontractor for the performance of a part of the Work at the site.

“Supplier”: A manufacturer, fabricator, supplier, distributor, material man or vendor.

“Supplemental Conditions”: The part of the Contract Documents that amends or supplements the General Conditions and/or the Insurance Specifications and the Bond Requirements.

“Work” - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

“Written Notice”: Shall be deemed to have been “duly served” when such notice shall have been given or mailed to the CONTRACTOR or his superintendent at the site of the Work or when such notice shall have been given or mailed to the OWNER.

2. CONTRACT DOCUMENTS

The original and three counterparts of the Contract shall be signed by the OWNER and the CONTRACTOR.

The Work under this Contract shall consist of the items listed in the Bid Form, including all incidentals necessary to fully complete the project in accordance with the Contract Documents. The Contract Documents shall consist of the Advertisement, Instructions to Bidders, Supplemental Instructions to Bidders, Supplemental Specifications, Bid Form, Project Plans and Drawings, Standard Plans and Details, Technical Specifications,

General Conditions, General Specifications, Method of Payment, Insurance, Bonds and Agreement.

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR. The Contract Documents are complimentary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include in the Contract Price the cost of all labor and material, water, fuel, tools, plant, equipment, light, transportation and all other expenses that may be necessary for the proper execution and completion of the Work.

3. BONDS

The CONTRACTOR shall furnish a surety bond (form included) in an amount at least equal to 100 percent of the Contract Price as security for faithful performance of this Contract. CONTRACTOR shall also furnish a separate surety bond (form included) in an amount at least equal to 100 percent of the Contract Price as security for the payment of all persons performing labor on the project under this Contract, and furnishing materials in connection with this Contract. The Surety on each such bond shall be a duly authorized surety company satisfactory to the OWNER.

The CONTRACTOR shall furnish a Maintenance and Guarantee Bond (form included) covering all Work under this Contract. The guarantee is to cover fifty percent (50%) of the contract amount for a period of two (2) years subsequent to the date of final payment unless otherwise specified.

Should any Surety upon any bond furnished in connection with this Contract become unacceptable to the OWNER, or if any such Surety shall fail to furnish reports as to his financial condition from time to time as requested by the ENGINEER, the CONTRACTOR must promptly furnish such additional security as may be required from time to time by the ENGINEER to protect the interests of the OWNER or persons supplying labor or materials in the

prosecution of the Work contemplated by the Contract.

4. CONTRACT DRAWINGS & SPECIFICATIONS

The original drawings prepared by the ENGINEER and included in the Contract Documents may be supplemented by other drawings furnished by the CONTRACTOR and approved by the ENGINEER or supplied to the CONTRACTOR by the ENGINEER during progress of the Work as he may deem to be necessary or expedient. All such supplementary Contract Drawings or instructions are intended to be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. Therefore, no extra charge will be allowed on a claim that particular supplemental contract drawings or instructions differed from the Contract Documents, incurring extra work, unless CONTRACTOR has first brought the matter, in writing, to the ENGINEER's attention for proper adjustment before starting on the work covered by such, and has received from the ENGINEER an order, in writing, to so proceed.

These original and supplemental drawings constitute the drawings according to which the Work is to be done. The CONTRACTOR shall keep at the site of the Work an approved or confirmed copy of all drawings and specifications, and shall at all times give the ENGINEER and OWNER access thereto.

5. COORDINATION OF CONTRACT DOCUMENTS

In case of discrepancy, figured dimensions shall govern over scaled dimensions and the parts of the Contract will prevail over all other parts of the following order:

Supplemental Specifications

Supplemental Instructions to Bidders

Instructions to Bidders

Bid Form

Project Plans and Drawings

Standard Plans & Details

Method of Payment

Technical Specifications

General Conditions

General Specifications

Insurance Specifications and Bond Forms

The CONTRACTOR shall not take advantage of any apparent error or omission in the Contract Documents, and if any inconsistency, omission, or conflict is discovered in the Contract Documents, or if in any place the meaning of the Contract Documents is obscure, uncertain, or in dispute, the ENGINEER will decide as to the true intent.

Information regarding site of the Work given in drawings and specifications has been obtained by the ENGINEER and is believed to be reasonably correct, but the OWNER does not warrant either the completeness or accuracy of such information, and it is the CONTRACTOR's responsibility to verify all such information.

6. PRECONSTRUCTION MEETING

A preconstruction meeting will be held prior to the beginning of any work. The ENGINEER will schedule the meeting as soon as possible after acceptable executed Contract Documents are received from the CONTRACTOR.

Notice of the meeting will be made to the OWNER, the CONTRACTOR, and to the following applicable entities, contingent upon their interest in the project:

Utility Companies

County Road Commission

Michigan Department of Transportation (MDOT)

Michigan Department of Labor-Safety Division

Railroad Companies

Other State, Local and County Agencies

The purpose of the preconstruction meeting is to discuss particular procedures and potential problem areas. The CONTRACTOR is given updates on the conditions of the proposed construction and what is expected as to proper notification in the event of damage to existing utilities.

The CONTRACTOR shall submit in writing at the preconstruction meeting the following information:

Schedule of construction

Sources of materials

Final list of subcontractors

The designated safety officer on the job

Superintendent for the project

Foreman in charge on the job site

Emergency and after hours phone numbers for CONTRACTOR, including Safety Officer, Superintendent and Foreman.

Approval by ENGINEER and OWNER of any construction schedule indicating completion of the work in less time than allotted by the Contract shall not be construed as an acknowledgment, either express or implied, that the work can be completed within the time shown on this schedule, and shall not under any circumstances give rise to a cause of action for damages by the CONTRACTOR.

7. REUSE OF DOCUMENTS

Neither CONTRACTOR nor any subcontractor or supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the drawings, specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

8. AVAILABILITY OF LANDS

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Permission to use private property shall be obtained prior to any such use by the CONTRACTOR. Written evidence of such permission shall be given to the ENGINEER prior to any such use.

9. PHYSICAL CONDITIONS

Reference is made to the Supplemental Instructions to Bidders for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by the ENGINEER in preparation of the drawings and specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

10. GENERAL REQUIREMENTS OF MATERIALS & WORKMANSHIP

In the specifications where a particular material or piece of equipment is specified by reference to some particular make or type, or equal, it is not the intent to limit competition but to set up by such reference a standard of quality most easily understood and defined. If materials or equipment of other make or type other than that specified by name are offered by CONTRACTOR they will be given full consideration by the ENGINEER, and the ENGINEER's decision will be final as to whether the materials or equipment offered are equal to those specified.

Unless otherwise stipulated in the specifications, all equipment, materials and articles incorporated in the Work covered by this Contract are to be new and of the best grade of their respective kinds for the

purpose. The CONTRACTOR shall, if required, furnish such evidence as to kind and quality of materials as the ENGINEER may require.

The CONTRACTOR shall furnish suitable tools and building appliances and employ competent labor to perform the work to be done, and any labor, tools or appliances that shall not, in the judgment of the ENGINEER, be suitable or competent to produce this result may be ordered from the Work by him, and such labor, tools or appliances shall be substituted therefore by the CONTRACTOR as will meet with the approval of the ENGINEER.

If not otherwise provided, material or work called for in this Contract shall be furnished and performed in accordance with well-known established practice and standards recognized by architects, engineers and the trade.

11. SHOP DRAWINGS & SPECIAL DRAWINGS

Where called for in the specifications, CONTRACTOR shall submit to the ENGINEER for approval in not less than five copies, details, specifications, cuts and drawings of such equipment and structural work as may be required. CONTRACTOR shall make any changes or alterations required by the ENGINEER and resubmit same without delay. Approval of the ENGINEER shall not relieve the CONTRACTOR of responsibility for errors in the drawings, as the ENGINEER's checking is intended to cover compliance with the drawings and specifications and not to enter into every detail of the shop work. No work shall be undertaken until the ENGINEER has approved the shop drawings.

When the work of the CONTRACTOR is of a nature originating with it, full general and detail drawings shall be furnished to the ENGINEER on 24" x 36" size sheets of polyester film base which shall, upon approval, become the property of the OWNER.

It is understood that approval by the ENGINEER of CONTRACTOR's drawings, whether general or detailed, is a general approval relating only to their sufficiency and compliance with waiver of errors, discrepancies or omissions.

12. CHANGES IN QUANTITIES OR PLANS

The OWNER reserves the right to make, by written order, at any time during the Work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the Surety, and by signing a work order or authorization, the CONTRACTOR agrees to perform the Work as altered and agrees to accept, as payment in full for such Work, the monetary amounts set forth in such written order as balanced by OWNER. In addition, by signing a written order, the CONTRACTOR releases the OWNER from any and all claims for compensation with regard to the items of work specified in the written order; including, but not limited to, any and all claims for delay and overhead, unless the OWNER is notified in writing at the time of signing the authorization that the CONTRACTOR refuses to release the OWNER from such claims. All increases in quantities of work which appear in the Contract as pay items shall be paid for at the Contract Unit Prices. Decreases in quantities included in the Contract shall be deducted from the Contract at the Contract Unit Prices.

13. ESTIMATED QUANTITIES

The quantities of various classes of work to be done and materials to be furnished under this Contract, which have been estimated as stated elsewhere herein, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for work under this Contract; and neither the OWNER nor the ENGINEER is to be held responsible should any of the said estimated quantities be found incorrect during the construction of the work; and the

CONTRACTOR shall make no claim for anticipated profit, nor for loss of profit, because of a difference between the quantities of the various classes of work actually done or materials actually delivered, and the estimated quantities as herein stated.

14. PAYMENTS

Payments for work completed, as recommended by the ENGINEER, will be made as specified herein.

Partial Payments

CONTRACTOR shall submit to OWNER an application for each payment and shall submit a Contractor's Declaration declaring that he has not performed any work, furnished any material, sustained any loss, damage or delay for any reasons, including soil conditions encountered or created, or otherwise done anything for which he will ask, demand, sue for, or claim compensation from the OWNER other than as indicated on the Contractor's Declaration and shall, if required, submit receipts or other vouchers showing his payments for materials and labor, including payments to subcontractors.

Payments, based on progress estimates, will be made on a monthly basis on work completed during the preceding month, less retainage held in accordance with Public Act No. 524 of 1980.

The retainage shall be as follows:

Not more than ten percent (10%) of the dollar value of all work in place until work is fifty percent (50%) in place.

After the work is fifty percent (50%) in place, additional retainage shall not be withheld unless the OWNER determines that the CONTRACTOR is not making satisfactory progress, or for other specific cause relating to the CONTRACTOR's performance under the Contract. If the OWNER so determines, then the retainage amount shall not be more than ten percent (10%) of the dollar value of work more than fifty percent (50%) in place.

Retainage shall be released to CONTRACTOR together with the final progress payment.

The OWNER may withhold payment of any estimate or portion of estimate until the CONTRACTOR shall have furnished satisfactory evidence that he has paid all claims of every nature. The CONTRACTOR shall submit to the OWNER with each application for payment a "Sworn Statement" attesting to all payments made and balances due to all subcontractors and to all suppliers of materials, fuel, and equipment for the project work completed. He shall also attest to all payments made for labor furnished for the work completed. The "Sworn Statement" shall be in a form acceptable to the OWNER and all suppliers and subcontractors shall be listed along with payments made and balances owed to each.

No partial payment shall be considered as acceptance of the work or any portion thereof prior to final completion of the work, and payment of final estimate.

Final Payment

The CONTRACTOR's request for final payment shall be accompanied by the following documents:

Contractor's Declaration

Contractor's Affidavit

Unconditional waivers, as required, from major suppliers and subcontractors

Release of Surety

Release from other public agencies for which permits have been obtained under this Agreement.

Within thirty (30) days after completion of the work under this Agreement to the satisfaction of the OWNER and ENGINEER, in accordance with all and singular terms and stipulations herein contained, the OWNER shall make final payment, from a final estimate made by the ENGINEER. Before final payment is made, the CONTRACTOR shall, as directed by the OWNER, make a Contractor's Affidavit that he has paid all claims of every nature, or

secured a release from the Surety or Sureties approving payment of the final estimate by the OWNER. Final payment, when made, shall be considered as final approval and acceptance of the completed work herein specified.

The acceptance by the CONTRACTOR of final payment aforesaid shall operate as, and shall be, a release to the OWNER and his agents, from all claim and liability to the CONTRACTOR for anything done or furnished for, relating to, or affecting the work.

Incorrect/Improper Payments

OWNER shall not, nor shall any officer thereof, be precluded or stopped by any return or certificate made or given by the ENGINEER, or other officer, agent or appointee, under the provision of this Agreement, at any time (either before or after final completion and acceptance of the work and payment made therefore pursuant to any such return or certificates showing the true and correct amount of money due therefore, notwithstanding any such return or certificate, or any payment made in accordance therewith) from demanding and receiving from the CONTRACTOR or his sureties, separately or collectively, such sums as may have been improperly paid said CONTRACTOR by reason of any such return or certificate which has been untruly or incorrectly compiled.

15. EXTENSION OF TIME

All days in which work is suspended by order of the ENGINEER, or in accordance with these specifications, shall automatically extend the time for completion an equal number of days.

In the event work is suspended because the CONTRACTOR does not perform, no extension will be allowed for this period of time.

All requests from CONTRACTOR for extensions of time shall be submitted in writing. Such requests shall detail the reason for the request, provide a realistic revised completion date, and indicate any other

areas which may be impacted by such an extension. Such requests must be submitted to the field ENGINEER within ten (10) days after the occurrence of the incident or situation that brought about a reason for extending the time of completion. The final decision of whether or not to grant an extension of time will be made by the field ENGINEER. In no case will a request be considered if it is submitted after the ten (10) day period has passed.

16. AUTHORITY

No officer, agent or employee of the OWNER shall have power to revoke, alter, enlarge, or relax the stipulations or requirements of the Contract Documents, except insofar as such authority may be specifically conferred by the Contract Documents themselves, without formal authorization to do so, conferred by the Agreement, or by ordinance, resolution or other usual official action by the OWNER.

17. PROGRESS OF WORK

The work shall be prosecuted regularly and uninterruptedly, unless the OWNER shall otherwise specifically direct, with such force and at such points as to insure its full completion within the time stated herein.

If, in the opinion of the ENGINEER, it is necessary or advisable that certain portions of the work be done immediately, the CONTRACTOR, upon written order shall proceed with such work without delay. Should he fail to so proceed, the OWNER may do or cause to be done, such work, and the cost of same will be deducted from any money due or to become due the CONTRACTOR under this Agreement.

18. TIME IS ESSENCE OF CONTRACT

It is distinctly understood and agreed to by the parties hereto that the time specified for completion of the Work is the essence of this Agreement, and CONTRACTOR shall not be entitled to claim performance of this Agreement unless the work is satisfactorily completed, in every respect, within the time herein specified.

19. COMMENCEMENT OF CONTRACT TIME

The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth (60) day after the day of Bid Opening or the thirtieth (30) day after the Effective Date of the Agreement, whichever date is earlier.

Owner Responsibilities

20. EXTRA & FORCE ACCOUNT WORK

When extra work is required, it shall be performed and payment for such work will be on the unit price or lump sum basis agreed to in a written order. When such agreement cannot be reached, the OWNER may order such work, including any required offsite work, to be done by force account. The compensation as herein provided shall be accepted by the CONTRACTOR as payment in full for extra work done by force account, and the said percentages shall cover profit, superintendence, general expense, overhead, miscellaneous unforeseen costs, and the use of small tools and equipment. For approved subcontract work, the CONTRACTOR will be paid an amount equal to six percent (6%) of the total cost of the subcontract work, as reimbursement for administrative costs incurred in connection with the subcontract work.

When it is necessary for the CONTRACTOR to hire a firm to perform a specialized type of work or service for which the CONTRACTOR or subcontractors are not qualified to do, payment will be made at the invoice cost. The CONTRACTOR will be paid an amount equal to six percent (6%) of the invoice cost, as reimbursement for administrative costs. Prior approval by the OWNER is required.

REPORTS:

The CONTRACTOR shall furnish to the OWNER, itemized reports of the costs of all force account work. The reports shall be furnished each week and shall include a certified copy of the weekly payroll and copies of bills for the materials used and the freight charges paid on same. Discount for prompt payment or penalty for late payment will not be considered in determining the net amount of the bill. The net amount of the bill shall be charged to the force account work. Where materials used are not specifically purchased for use on extra work but are taken from the CONTRACTOR's stock, the CONTRACTOR shall submit a certification of the quantity, price, and freight on such materials in lieu of original bills and invoices.

The CONTRACTOR shall prepare itemized statements containing the following detailed information:

Labor: Name, classification, dates, number of hours worked each day, total hours computed to nearest half hour, total hours, rate, and extension for each employee engaged.

Equipment: Designation, number of hours used each day (computed to nearest half hour), total hours, rental rate, and extension for each unit of equipment engaged.

Materials: Quantities of materials, with prices per unit and extensions and freight costs when applicable.

The CONTRACTOR and the OWNER shall compare records of force account work and bring them into agreement at the end of each day.

LABOR:

For all labor and for all craft foreman directly engaged in the specific work, the CONTRACTOR will be paid the actual rate of wages and the number of hours paid said labor and foremen in accordance with approved labor agreements, computed to nearest half hour, to which sum twenty-six (26) percent will be added (this sum includes a one (1) percent allowance for the

Single Business Tax). Project foremen will be classified as Superintendents and their compensation will not be included in the payment provided herein.

Bond Premium: Workmen's Compensation Insurance; Personal Injury Public Liability and Property Damage Public Liability Insurance; Unemployment Compensation; Federal Social Security; and payments required to be made to Employer and Employee Trusteships, the proceeds from which accrue exclusively to the benefit of the employee; will be paid for at actual cost, to which sum twenty (20) percent will be added except that twenty-six (26) percent will be added to the taxable fringe benefits. The CONTRACTOR shall furnish satisfactory evidence of the amounts paid for each of these required costs as related to force account work.

MATERIALS:

For materials, the CONTRACTOR will receive the actual cost delivered to the project site, including freight charges, as shown by copies of bills, to which sum fifteen (15) percent will be added.

If a charge in the amount or type of force account work results in a surplus of the material ordered and delivered to the project site, the OWNER will reimburse the CONTRACTOR for the costs incurred in returning the surplus material to the supplier.

SMALL HAND & POWER TOOLS:

No payment will be allowed for small hand and power tools which are not listed in the Rental Rate Blue Book for Construction Equipment as published by the Equipment Guide Book Company. All small hand and power tools listed in the Rental Rate Blue Book at a rate of less than one (1) dollar per hour will be considered part of overhead and will not be paid for separately.

EQUIPMENT:

For any machinery and equipment, including the foreman's transportation unit, which the OWNER approves for use on extra work

done by force account, the CONTRACTOR will be paid as follows:

The time paid for shall be the period that the equipment is required at the site of the extra work and, in addition, shall include traveling time to the location of the extra work when the equipment is moved under its own power. When transportation from one site to another is by other than its own power, the actual operating time during periods of loading and unloading will be paid for at the regular rental rate and transportation costs will be allowed.

When the periods of work are not consecutive and the interval between the termination of a period of work and the commencement of the subsequent period does not exceed thirty (30) days, the rates allowed will be the same as if the periods of work were consecutive.

The rental rate established for each piece of CONTRACTOR owned equipment, including appurtenances and attachments to equipment used will be determined by use of the Rental Rate Blue Book for Construction Equipment Volume 1, 2, or 3, as applicable. The edition which is current at the time the force account work was started will apply.

The established rental rate will be equal to the "Monthly" rate divided by 176; modified by the rate adjustment factor and the applicable map adjustment factor, plus the "Estimated Operating Costs per Hour", to which sum ten (10) percent will be added.

For equipment not listed in the Rental Rate Blue Book, Volume 1, 2, or 3, the rental rate will be determined by using the rate listed for a similar piece of equipment or by proportioning a rate listed so that the capacity, size, horsepower, and age are properly considered.

For equipment for which there are no comparable in the Rental Rate Blue Book, Volume 1, 2, or 3, the monthly rate shall be reasonable, but not more than five (5) percent of the current list price, or invoice, of the equipment. The base hourly rate shall then be determined by dividing the monthly rate by 176 to which sum twenty percent

(20%) will be added. The twenty percent (20%) includes adjustments and operating costs.

The rates used for CONTRACTOR owned trucks used to haul material will be those published by MDOT. These rates shall include all adjustments and operating costs. Separate payment for the driver will be allowed. The rates will be reviewed and adjusted periodically.

The rental rate for the foreman's transportation unit will be seven dollars (\$7.00) per hour, to which sum twenty percent (20%) will be added.

When leased or rented equipment is used on force account work, the hourly rate used in computation of payment will be the leased or rented rate, except that if the leased or rented rate exceeds the rental rate established by the Rental Blue Book, the established rate determined from the Blue Book will apply. In either case, the Estimated Operating Cost per Hour will be added to the appropriate hourly rate to which sum ten percent (10%) will be added.

In all cases the "Estimated Operating Cost per Hour" includes all fuel, oil, lubrications, tires, parts, and other operating expendables such as truck and labor assigned to the truck for servicing the equipment.

The rental rates allowed herein include the cost of insurance covering the usual insurable risks, including fire and theft. The OWNER will not be liable for losses which can be covered by insurance.

In the event that machinery or equipment is idled, payment may be allowed on a rental basis for the idled equipment as specified herein. Only machinery or equipment actually on the project site at the time of the delay, as required for that phase of construction work in question, will be considered eligible for rental reimbursement. Specialized equipment for machinery directly related to the work, whether on or off the site, may be considered eligible for payment if actually idled and if such idleness can be certified by the CONTRACTOR and verified by the

OWNER. Payment for idled equipment and/or machinery will not be allowed during periods of seasonal suspension of the work.

The rental rate for idled leased or rented equipment will be the leased or rented rate, or the equipment shall be returned and taken off rental as directed by the OWNER.

The rental rate for idled CONTRACTOR owned equipment will be the "Monthly" rate divided by 176; modified by the rate adjustment factor and the applicable map adjustment factor, and then multiplied by fifty percent (50%). No payment will be allowed for operating costs.

Payment will be limited to the difference between the hours worked and eight (8) hours in any one day and to the difference between the hours worked and forty (40) hours in any one week. No provisions of these specifications shall entitle the CONTRACTOR to rental compensation for idled equipment. No additional compensation for overhead will be allowed.

In the event that labor is idled, payment may be allowed provided there is no other location within the project that the labor can be gainfully employed. Payment will be limited to a maximum of eight (8) hours per occurrence and in no case will exceed the amount of the CONTRACTOR's obligation as provided by the CONTRACTOR's current labor agreement. No additional compensation for overhead will be allowed.

21. PAYMENTS WITHHELD

The OWNER may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate for progress payment to such extent as may be necessary to protect itself from loss on account of:

Defective work not remedied;

Claims filed or reasonable evidence indicating probable filing of claims;

Failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor;

A reasonable doubt that the Agreement can be completed for the balance then unpaid;

Damage to another CONTRACTOR.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

22. USE OF COMPLETE PORTIONS OF THE WORK

The OWNER may, at any time during progress of the work, after written notice to CONTRACTOR, take over and place in service any completed portions of the work which are ready for service, although the entire work of the Agreement is not fully completed, and notwithstanding the time for completion of the entire work or such portions may not have expired. In such event, the CONTRACTOR will be relieved of further work on, or maintenance of, said portion except as covered by his guarantee of same.

Engineer Responsibilities

23. ENGINEER DURING CONSTRUCTION

The Work shall be subject to the approval of the ENGINEER, who shall determine the amount, quality, acceptability, and fitness of the items of work and materials to be furnished hereunder, and who shall decide all questions which may arise as to measurements of quantities and fulfillment of the requirements of the Contract Documents.

24. AUTHORITY & DUTIES OF CONSTRUCTION OBSERVER

Construction Observers may be appointed by the ENGINEER and directed to check or review materials used and completed work. The observation may extend to any parts of the Work and to the preparation or manufacture of the materials for use in the Work. Construction Observers will not be authorized to revoke, alter, enlarge, or relax any of the provisions of the Contract Documents. The Construction Observer will call to the attention of the CONTRACTOR any failure to follow the plans and

specifications that he may observe. In case of any dispute arising between the CONTRACTOR and Construction Observer as to materials furnished or the manner of performing the work, the Construction Observer shall have the authority to reject materials or completed items of work until the question at issue can be referred to and be decided by the ENGINEER. In no instance shall any action or omission on the part of the Construction Observer relieve the CONTRACTOR of the responsibility of completing the Work in accordance with the Contract Documents.

25. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Neither ENGINEER's authority or responsibility under this Article or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by ENGINEER shall create, impose or give rise to any duty owed by ENGINEER to CONTRACTOR, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them.

ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with laws and regulations applicable to the furnishing or performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work.

ENGINEER's review of the final application for payment and accompanying

documentation and all maintenance and operating instructions, schedules guarantees, bonds and manufacturer's certificates of inspection, tests, and approvals and other documentation required in Article 14b will only be to determine generally that their content complies with the requirements of, and in the case of manufacturer's certificates of inspections, tests and approvals that the results certified indicate compliance with the Contract Documents.

The limitations upon authority and responsibility set forth in this Section shall also apply to ENGINEER's consultants, authorized representative and assistants.

26. LINES & GRADES

Principal reference lines or points and bench marks may be given by the ENGINEER at such time as he may deem necessary; or, if the CONTRACTOR shall be in need of such reference lines or bench marks, he shall notify the ENGINEER three (3) working days in advance.

The ENGINEER may set suitable stakes and marks showing locations and elevations of the various parts of the work, and will furnish the CONTRACTOR with required data referring to the reference points. No work shall be undertaken until such stakes and marks shall have been set by the ENGINEER. CONTRACTOR shall take due and proper precautions for the preservation of these stakes and marks, shall see that the work at all times proceeds in accordance therewith, and shall provide all labor and material to set the required line and grade control and locate the work accurately with reference to the above points. In case such stakes are destroyed due to the CONTRACTOR's carelessness, they will be replaced at the ENGINEER's earliest convenience and the CONTRACTOR may be back charged for the crew time incurred.

27. TESTING & SAMPLING

Where called for in the specifications, samples of materials in the quantity named shall be submitted to the ENGINEER for approval. Where tests are required, they

shall be made at the expense of the OWNER, except as otherwise called for in the specifications. For materials covered by ASTM or Federal Specifications, or with the specifications of well known or recognized technical and/or trade organizations, unless otherwise stipulated, required tests are to be made by the manufacturer, and his certificate therefore submitted to the ENGINEER.

The ENGINEER and/or OWNER shall determine which materials are required by the specifications to be factory certified or to have chemical or physical analysis or other examination or test. The CONTRACTOR shall furnish to the ENGINEER and/or OWNER two copies of orders for all materials requiring such examination or test as soon as placed. Such orders shall contain complete information, including that as to the quantity, quality, dimensions, sizes, capacities and types, shall contain proper reference to the applicable specifications by title, number and paragraph, and shall show the name and address of the producing factory but need not contain prices or contractual terms.

All materials and workmanship (if not otherwise designated by the specifications) shall be subject to examination and test by the ENGINEER and/or OWNER at any time during manufacture or construction, and at any place where such manufacture or construction is carried on. The ENGINEER and/or OWNER shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the CONTRACTOR shall promptly segregate and remove rejected material from the premises. If the CONTRACTOR fails to proceed at once with replacement of rejected material and correction of defective workmanship, the OWNER may, by Agreement or otherwise, replace such material and correct such workmanship and charge the cost thereof to the

CONTRACTOR, or may immediately terminate the Agreement.

CONTRACTOR shall furnish promptly, without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient conduct of all construction observations and tests that may be required by the ENGINEER. All construction observations and tests by the ENGINEER and/or OWNER shall be performed in such a manner as not to delay the work unnecessarily. Special, full size, and performance tests shall be as described in the specifications. CONTRACTOR shall be charged with any additional cost of construction observations when material or workmanship is not ready at the time checking is requested by the CONTRACTOR.

Should it be considered necessary or advisable by the ENGINEER and/or OWNER any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the CONTRACTOR shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of the CONTRACTOR or his subcontractor, CONTRACTOR shall defray all the expenses of such examination and of satisfactory reconstruction, and be responsible for any resulting delay. If, however, such work is found to meet the requirements of the Agreement, the actual cost involved in the examination and replacement shall be allowed the CONTRACTOR and he shall in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

Examination of material and finished articles to be incorporated in the work at the site shall be made at place of production, manufacture or shipment stated in the specifications; and such examinations and acceptance, unless otherwise stated in the specifications, shall be final, except as

regards latent defects, departures from specific requirements of the Agreement and the specifications and drawings made a part thereof, damage or loss in transit, fraud or such gross mistakes as amount to fraud. Subject to requirements contained in the preceding sentence, examinations of material and workmanship for final acceptance as a whole or in part shall be made at the site.

Contractor Responsibilities

28. UNFORSEEN PHYSICAL CONDITIONS

CONTRACTOR shall promptly notify the OWNER and ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. The ENGINEER will promptly review those conditions and advise the OWNER in writing if further investigation or tests are necessary. Promptly thereafter, the OWNER shall obtain the necessary additional investigations and tests and furnish copies to the ENGINEER and the CONTRACTOR. If the ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by the CONTRACTOR, a Change Order may be issued incorporating the necessary revisions.

29. COMPOSITION OF THE CONTRACTOR

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

30. ASSIGNMENT OF CONTRACT

The CONTRACTOR shall not sublet, assign or transfer this Agreement or any portion thereof or any payments due him thereunder, without the written consent of the OWNER.

Assignment or subletting the whole or any portion of this Agreement shall not operate

to release the CONTRACTOR or his bondsmen hereunder from any of the contract obligations.

The CONTRACTOR agrees that he is fully responsible to the OWNER for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractors and the OWNER.

Neither the ENGINEER nor any officer, agent or employee of the OWNER shall have any power or authority whatsoever to bind the OWNER or to incur obligation in his behalf to any subcontractors, material supplier or other persons in any manner whatsoever.

31. AGENTS

Work shall be carried on under personal supervision of the CONTRACTOR or his properly authorized representative, who shall be on the grounds at all times during the construction, and who shall have full and responsible charge of the Work with power to receive orders and carry out instructions.

32. SAFETY & PROTECTION

A. People and Property

CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

All persons on the site or who may be affected by the Work;

All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Site Safety

CONTRACTOR shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in this section caused, directly or indirectly, in whole or in part, by CONTRACTOR or any subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

C. Safety Representative

CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

D. Hazard Communication Program

CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws or regulations.

E. Compliance with MIOSHA

All of the CONTRACTOR and subcontractors operations and construction equipment shall comply with requirements of the Michigan Occupational Safety and Health Act (MIOSHA) insofar as they apply to the work to be performed under this Contract.

33. CONTRACTOR'S SUPERVISION & ORIGINATION

The Work under this Agreement shall be under the direct supervision and direction of the CONTRACTOR. The CONTRACTOR shall give sufficient supervision to the Work, using his best skill and attention. The CONTRACTOR shall, at all times, keep on the site of the Work during its progress a competent superintendent and any and all necessary foremen and assistants. The superintendent shall represent and have full authority to act for the CONTRACTOR in the latter's absence, and all directions given to him shall be as binding as if given to the CONTRACTOR. On written request in each case, all such directions will be confirmed in writing to the CONTRACTOR.

The CONTRACTOR shall employ only competent, efficient workmen and shall not use on the Work any unfit person or one not skilled in the work assigned to him, and he shall at all times enforce strict discipline and good order among his employees. Whenever the ENGINEER shall notify the CONTRACTOR, in writing, that any man on the Work is, in the opinion of the ENGINEER, careless, incompetent, disorderly, or otherwise unsatisfactory, such man shall be discharged from the work and shall not again be employed on it except with the written consent of the ENGINEER.

The CONTRACTOR shall establish and maintain an office on the site of the work, or at some convenient point adjacent thereto, during the continuance of this Agreement and shall have at all times during working hours, a representative authorized to receive and execute any and all orders, when given by the ENGINEER; and such order, when given out and received by said representative shall be deemed to have been

given to and received by the CONTRACTOR. Copies of the drawings and specifications shall at all times be kept on file by the CONTRACTOR at readily accessible points near the work.

34. CONTRACTOR'S RIGHT TO STOP WORK

If the work should be stopped under an order of any court, or other public authority for a period of three months, through no act or fault of the CONTRACTOR or of anyone employed by him, or if the OWNER should fail to pay to the CONTRACTOR within sixty (60) days of its maturity and presentation any sum certified by the ENGINEER, provided no appeal is taken, the CONTRACTOR may, upon seven (7) days' written notice to the OWNER and the ENGINEER, stop work or terminate this Agreement, and shall receive from the OWNER payment in full for all work executed, as determined from the prices contained in the approved detailed estimate as computed by the ENGINEER, but no claim for extra compensation or damages shall be made or allowed because of such termination of the Agreement.

35. STORAGE OF MATERIALS

Materials and equipment distributed, stored and placed upon or near the site of the Work shall at all times be so disposed as not to interfere with work being prosecuted by other contractors in the employ of the OWNER, or with street drainage, or with fire hydrants or with access thereto, and not to hinder any more than may be necessary the ordinary traffic (either vehicular or pedestrian) of the street.

36. CLEANING UP

The CONTRACTOR shall, as directed by the ENGINEER, remove at his own expense from the OWNER's property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of

such disposal granted to the CONTRACTOR by the OWNER thereof.

37. SUNDAY & NIGHT WORK

The CONTRACTOR is required to prosecute work done under this Agreement during the hours of daylight, and no work will be permitted at night or on Sundays, except to save property or life, or as specifically authorized or directed by the ENGINEER.

No work shall be permitted on holidays.

38. SANITARY REGULATIONS

Sanitary conveniences for the use of project personnel properly secluded from public observation shall be constructed and maintained in sanitary condition by the CONTRACTOR. Its use shall be strictly enforced.

39. PERMITS & REGULATIONS

The CONTRACTOR shall secure, at no cost to the OWNER, all permits and licenses necessary for the prosecution of the Work. He shall pay for same at his own expense as well as for any inspection fees required in connection with such permits, and shall conduct his operations in accordance with the provisions of such permits, including tunneling of pavements where required. He shall also furnish any required bonds and pay the cost of same.

The CONTRACTOR shall keep himself fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the Work or materials used in the Work, or in any way affecting the conduct of the Work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all existing and future laws, ordinances, regulations, orders and decrees; provided, that if the drawings and specifications are at variance therewith, the CONTRACTOR shall promptly notify the ENGINEER in

writing and any necessary changes shall be adjusted as provided in the Contract Documents.

All work shall be executed and checked in accordance with all local and state rules and regulations and all established codes applicable thereto and shall conform in all respects to the requirements of all competent authorities having jurisdiction there over.

Should any change in plans and specifications be required to comply with local regulations, CONTRACTOR shall notify the OWNER at the time of submitting his bid. After entering into Agreement, CONTRACTOR will be held to complete the work necessary to meet local requirements without extra expense to the OWNER.

Where the work required by the drawings and specifications is above the standard required, it shall be done as shown or specified.

40. GUARANTEE

The CONTRACTOR, as a condition precedent to final payment, shall execute a guarantee to the OWNER warranting for a period of two (2) years from date of final payment to keep in good order and repair any defect in all the work done under the Agreement, either by the CONTRACTOR, his subcontractors, or material suppliers, that may develop during said period due to improper materials, defective equipment, improper materials workmanship, or arrangements, and any other work affected in making good such imperfections shall also be made good, all without expense to the OWNER, and CONTRACTOR shall execute, in favor of the OWNER the attached Maintenance and Guarantee Bond.

41. PATENTS

CONTRACTOR shall pay all royalties and license fees and shall hold and save the OWNER and his agents harmless from all liability of any nature or kind, including cost and expenses for, on account of, any patented or unpatented invention, process, article or appliance manufactured or used in

performance of the Agreement, including its use by the OWNER, unless otherwise specifically stipulated in the Contract Documents. In this respect the CONTRACTOR shall defend all suits or claims for infringement of any patent or license right.

In the event that any claim, suit or action at law or inequity of any kind whatsoever is brought against the OWNER, involving any such patents or license rights, then the OWNER shall have the right to, and may retain, from any money due or to become due to the CONTRACTOR, such sufficient sum as is considered necessary to protect said OWNER against loss, and such sum may be retained by the OWNER until such claim or suit shall have been settled and satisfactory evidence to that effect shall have been furnished the OWNER.

42. INFORMATION BY THE CONTRACTOR

The CONTRACTOR shall submit to the ENGINEER full information as to the materials, equipment and arrangements that the CONTRACTOR proposes to furnish. This information shall be complete to the extent that the ENGINEER may intelligently judge if the proposed materials, equipment and arrangements will meet with the requirements of the Contract Documents.

Prior to approval of the materials, equipment and arrangements by the ENGINEER, based on the information submitted by the CONTRACTOR, any work done by the CONTRACTOR shall be at his own risk.

Approval of information covering materials, equipment and arrangements by the ENGINEER shall in no way release CONTRACTOR from his responsibility for the proper design, installation and performance of any material, equipment or arrangement, or from his liability to replace same should it prove defective.

43. FORFEITURE OF CONTRACT

If work to be done under the Contract Documents shall be abandoned by CONTRACTOR or if, at any time in the

judgment of the OWNER, CONTRACTOR shall fail to prosecute the Work at a reasonable rate of progress, or to comply with all or any of the terms and requirements herein set forth, then the OWNER shall have the right to take possession of the Work, including CONTRACTOR's plant, supplies and materials, at any time after having notified the CONTRACTOR, in writing, to discontinue work under this Agreement for said cause or causes, and such action shall not affect the right of the OWNER to recover damages resulting from such failure. Upon receiving such notice the CONTRACTOR shall and will, upon demand, immediately give the OWNER safe and peaceable possession of the Work, including the plant, and shall then cease to have control over any portion thereof or the men employed thereon.

The OWNER may then proceed to complete the Work herein specified, by Agreement or otherwise; and the entire cost of same shall be charged to the CONTRACTOR and deducted from any sum or sums due or to become due under the Agreement; the excess cost, if any, to be paid by CONTRACTOR or his sureties to said OWNER.

44. RELATION TO OTHER CONTRACTORS

CONTRACTOR shall so conduct his operations as not to interfere with or injure the work of other contractor's or workmen employed on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agents. Should a contract for adjoining work be awarded to another contractor, and should the work of one of these contracts interfere with that of the other, the OWNER shall decide which contractor shall cease work for the time being and which shall continue, or whether work in both contracts shall continue at the same time and in what manner.

45. "OR EQUAL" CLAUSE

Whenever, in any of the Contract Documents an article, material or equipment

is defined by describing a proprietary product or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired, and shall not be construed in such a manner as to exclude manufacturers' products of comparable quality, design and efficiency. If the CONTRACTOR proposes any "or equal" substitutes, these substitutes shall be subject to the review and approval of the OWNER before they can be incorporated into the work.

Legal

46. INDEMNIFICATION

To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractors, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against OWNER or ENGINEER or any of their consultants,

agents or employees by any employee of CONTRACTOR, any subcontractors, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts of them may be liable, the indemnification obligation under the preceding paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such subcontractors or other person or organization under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the CONTRACTOR under this article shall not extend to the liability of ENGINEER, ENGINEER's consultants, agents or employees arising out of the preparation or approval of drawings, opinions, reports, surveys, change orders, designs or specifications.

47. CONTROLLING LAW

In the case of a legal dispute between the OWNER and the CONTRACTOR the law of the state of Michigan shall govern. The venue for resolving any legal dispute between the two parties will be within the County of the OWNER's legal address.

48. NO WAIVER OF CONTRACT

Neither acceptance of the whole or any part of the Work by the OWNER or his ENGINEER, or any of its agents, nor any order, measurements or certificate by the ENGINEER, nor any order by OWNER for payment of money, nor any payment for the whole or any part of the Work by OWNER, nor any extension of time, nor any possession taken by the OWNER or its agents, shall operate as a waiver for any portion of the Contract Documents or any power therein provided; nor shall any waiver

of any breach of contract be held to be a waiver of any other or subsequent breach.

49. DISPUTE RESOLUTION

Dispute resolution methods and procedures, if any, shall be as set forth in the Supplemental Specifications. If no method and procedure has been set forth, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

50. GIVING NOTICE

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

51. CUMULATIVE REMEDIES

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provision of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

End of Section

GENERAL SPECIFICATIONS

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1. EXISTING UNDERGROUND STRUCTURES & UTILITIES

The location of public or private utilities shown on the plans is in accordance with the best information available. No guarantee is given that the locations are absolutely accurate or that utilities other than those shown are not present.

For protection of underground utilities, the CONTRACTOR shall contact "MISS DIG" at 1-800-482-7171 a minimum of three (3)

working days prior to excavating. This does not relieve the CONTRACTOR of the responsibility of notifying utility OWNERS who may not be part of the "MISS DIG" alert system.

2. SOIL CONDITIONS

If soil borings have been taken for this project, then they are included in an appendix.

Where the OWNER has caused soil borings to be made to aid the ENGINEER in design of the work, these boring logs are provided herein for the prospective bidder to examine. This information is given to bidders as an aid in determining the character of the soil and groundwater conditions. The OWNER does not guarantee that the ground encountered during construction will conform to the borings. Bidders should secure such other information as they consider necessary to check and supplement the above data.

The CONTRACTOR shall complete the work in whatever materials, and under whatever conditions he may encounter or create.

3. SOIL EROSION AND SEDIMENTATION CONTROL

The CONTRACTOR shall comply with the requirements of the Soil Erosion and Sedimentation Control Act of the State of Michigan, Part 91 of ACT 451 of PA of 1994 and with all the requirements, rules and standards of the official enforcing agent for the project location.

If a soil erosion control permit is required on this project, the CONTRACTOR shall adhere to the specific conditions of the project permit. Where the permit is issued in the name of the CONTRACTOR and requires that a bond be posted, the

CONTRACTOR shall include in his bid the permit fee and bond expense.

The ENGINEER shall have full authority to require compliance with the soil erosion control requirements and may order suspension of the work if measures are not adequate or a problem develops requiring additional soil erosion control measures. Any ordered suspension of the work shall not be grounds for CONTRACTOR's claims for "down time" or "lost time".

4. PRESERVATION, PROTECTION & USE OF SURVEY CONTROLS, MONUMENT POINTS & GRADE STAKES

During the progress of the work, the CONTRACTOR may encounter section line, fractional section line, and property controlling corner monuments. Insofar as is known, such public land survey corners and property monuments have been indicated on the plans.

The CONTRACTOR shall be responsible for complying with the requirements of Michigan Public Act 34. Specifically, he shall be responsible for notifying the county surveyor before removing a public land survey corner monument for construction activities. In addition, if construction time constraints will result in the public land survey corner monument being removed for more than one year, then the CONTRACTOR shall arrange to have a temporary corner monument set until the permanent one can be re-established. The costs of removing and replacing public land survey corner monuments as well as setting temporary corner monuments shall be the responsibility of the CONTRACTOR unless pay items are provided in the bid form for these tasks. The CONTRACTOR shall not remove any such monument until the ENGINEER has witness points as reference for resetting of such monuments. After referencing has been done and suitable permanent sketches prepared, the ENGINEER will give permission to the

CONTRACTOR for removal of the monument. Monuments and monument boxes shall be reset only after all backfilling has fully settled.

The CONTRACTOR shall protect and preserve all monument points, property corners, grade stakes, line and reference points. Where stakes and markers are disturbed or removed due to operations under this Contract, the CONTRACTOR shall be charged at invoice cost by the ENGINEER for replacing the points. Care shall be exercised by the CONTRACTOR when operating near the markers, as any carelessness in operations will also cause a time delay to the schedule due to additional stakeout time required to replace reference points, lines, etc.

The CONTRACTOR shall accurately locate the work from reference points established by the ENGINEER along the surface of the ground and line of work.

5. PROTECTION OF PUBLIC & PRIVATE UTILITIES

Where any utility, water, sewer, gas, telephone or any other public or private utilities are encountered, the CONTRACTOR must provide adequate protection for them, and he will be held responsible for any damages to such utilities arising from his operations.

When it is apparent that construction operations may endanger the foundation of any utility, conduit, or support of any structure, the CONTRACTOR shall notify the utility OWNER of this possibility, and he shall take such steps as may be required to provide temporary bracing or support of conduits or structures.

In all cases where permits or inspection fees are required by utilities in connection with changes to or temporary support of their conduits, the CONTRACTOR shall secure permits and pay all inspection fees.

When it is necessary in order to carry out the work that a pole, telephone or electric, be moved to a new location or moved and replaced after construction, the CONTRACTOR shall arrange for moving such pole or poles and the lines thereof, and shall pay any charges.

Where it is the policy of any utility owner to make his own repairs to damaged conduit or other structures, the CONTRACTOR shall cooperate to the fullest extent with the utility OWNER and shall see that his operations interfere as little as possible with the utility OWNER's operations.

6. MISCELLANEOUS DAMAGES

The CONTRACTOR shall be responsible for repairing all damages to existing lawns, sidewalk, parking lots, streets or other areas outside the limits of the Contract. Private utilities, private ornamental gas or electric lights, sprinkler systems, fences, shrubs, trees, existing sidewalk, or any other surface or subsurface items of value damaged by the CONTRACTOR shall be repaired, replaced or removed and replaced to at least equal condition at the CONTRACTOR's expense unless otherwise specified on the plans.

7. SUMP PUMP DISCHARGE PIPE & LOCAL SERVICES

Any discharge pipe from sump pumps or yard drains encountered on this project, whether or not shown on the plans, which discharges to existing ditches and/or storm sewers or cross public or private easements, shall be maintained, replaced, or reconnected as necessary. Bulkheads shall be placed only as approved by the Engineer. Sump pump connections shall be made to the storm drain pipe by a coring method as approved by the ENGINEER. The CONTRACTOR shall use adequate measures to prevent soil erosion, sedimentation, and/or ponding when connecting discharge pipes to existing or proposed ditches. This work shall be

considered as incidental to the cost of the project.

8. EXISTING SEWER FACILITIES

Existing sewers or drains may be encountered along the line of work. In all such cases, the CONTRACTOR shall perform his operation in such a manner that sewer service will not be interrupted. He shall, at his own expense, make all temporary provisions to maintain sewer service.

Unless otherwise indicated on the plans, the CONTRACTOR shall replace, at his own expense, any disturbed sewer or drain, or relay same at a new grade to be established by the ENGINEER such that sufficient clearance for the sewer will be provided.

9. EXISTING WATER FACILITIES

Where existing water mains and/or water services are encountered in the work, they shall be maintained in operation. They shall be relayed if necessary using the class of pipe and fittings standard to the OWNER of the main.

10. EXISTING GAS FACILITIES

Where existing gas mains are encountered, the CONTRACTOR shall immediately notify the ENGINEER and the gas company. The CONTRACTOR shall then arrange with the gas company for any necessary relocation. The CONTRACTOR will receive no extra compensation on account of delays incurred in conjunction with such relocations.

11. EXISTING ELECTRIC, CABLE, AND TELECOMMUNICATIONS

Where existing electric, cable, or telecommunications facilities are encountered, the CONTRACTOR shall immediately notify the ENGINEER and the affected utility company(ies). The CONTRACTOR shall then arrange with the

utility company for any necessary relocation. The CONTRACTOR will receive no extra compensation on account of delays incurred in conjunction with such relocations.

12. PRESERVATION OF TREES & SHRUBBERY

No trees or shrubbery of any kind shall be removed or destroyed by the CONTRACTOR without written permission of the ENGINEER. The CONTRACTOR will be held fully responsible for any damages caused by his work to adjoining trees and shrubs. Ample precautions shall be taken by the CONTRACTOR to protect such trees and shrubs that are to remain in place by surrounding them with fences or other protection before construction begins. Shrubbery that must be removed shall be preserved and replaced in a manner acceptable to the OWNER.

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

13. TRIMMING TREES & SHRUBS

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

14. MAINTENANCE OF SERVICE

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

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

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

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

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

15. CLEANLINESS OF THE WORK SITE & STREETS

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

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

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

16. DUST CONTROL

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

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

17. WORKING SPACE & USE OF STREETS OR PRIVATE PROPERTY

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

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

18. EASEMENTS

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

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

19. POWER & LIGHT

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

20. WATER

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

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

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

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

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

21. WEATHER PROTECTION & HEATING

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

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

22. RAILROAD CROSSING

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

23. OWNERSHIP OF SALVAGED MATERIALS

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

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

End of Section

EARTHWORK

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GENERAL

1. SCOPE OF WORK

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

materials, tools, equipment, accessories and services necessary for completing the excavation and backfilling for the items as shown on the contract drawings and/or as herein required. This also includes trenching, trench or subgrade undercutting, roadway earthwork, complete and continual drainage of excavation, 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

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GENERAL

1. SCOPE OF WORK

This work shall be subject to conditions of the General Conditions, General Specifications and include the furnishing of labor, materials, tools, accessories, equipment and services necessary for restoration of the surfaces shown on the Contract drawings and/or as herein required.

This work shall include replacement of all permanent type roadway surfaces, concrete sidewalks, curb and gutters, driveways, trees, culverts, fences, ditches, and miscellaneous items damaged or removed due to construction. Disposal of excess or unsuitable materials shall be considered as part of the restoration work. All such work shall be in accordance with the best modern practice, the OWNER's standards, and as specified herein.

Prior to performing work under this section, the CONTRACTOR shall submit to the ENGINEER for approval his construction methods and design mixes, sieve analysis and/or certification of compliance with the 2012 Michigan Department of Transportation (MDOT) Standard Specifications for Construction except where otherwise noted. No permanent surface restoration shall be performed until all underground work has been approved.

In the event that these specifications conflict with those of the OWNER or the controlling agency, the more stringent requirements shall govern.

2. SHOP DRAWINGS

When required by the ENGINEER, shop drawings shall be furnished as prescribed under the General Conditions.

Before the CONTRACTOR orders any restoration materials that he is proposing to use as substitutes for specified items, he shall submit details of the substitutes to the ENGINEER for consideration and approval.

3. MDOT STANDARDS

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

MATERIALS

4. AGGREGATE

a. Gravel Approaches and Roads

Natural aggregate shall be used for gravel approach (driveways) and road restoration and shall meet the requirements of MDOT 21AA or 22A as shown in Table 902-1 of the MDOT Standard Specifications for Construction.

b. Shoulders

Natural aggregate shall be used for shoulders and shall meet the requirements of MDOT 21AA, 22A, or 23A as shown in Table 902-1 of the MDOT Standard Specifications for Construction.

c. Base Course

Natural aggregate shall be used for base course construction and shall meet the requirements of MDOT 21A, 21AA, or 22A as shown in Tables 902-1 and 902-2 of the MDOT Standard Specifications for Construction.

5. HOT MIX ASPHALT SURFACE, LEVELING, & BASE COURSES

Hot mix asphalt materials used for pavement construction shall meet the requirements of section 501.02 of the MDOT Standard Specifications for Construction or the requirements of the controlling agency as called for on the construction plans.

6. CONCRETE PAVEMENT, SIDEWALKS, CURB & GUTTER

Concrete used for pavement, sidewalk, and curb and gutter construction shall meet the requirements of MDOT grade P1 concrete or the requirements of the controlling agency as called for on the construction plans. MDOT grade P-NC may also be used where circumstances require the use of a

high-early strength concrete. Refer to Table 601-2 of the MDOT Standard Specifications for Construction.

7. TOPSOIL

Topsoil shall be screened and shall consist of loose black-colored soil that is suitable for the growth of grass seed or sod. The topsoil shall be obtained from the upper layer of an existing fertile soil and be free of limbs, twigs, rocks, stones, muck, roots and debris, etc. and containing organic matter rich in nutrients with negligible clay content.

Topsoil shall meet the following requirements:

- a. The pH range shall be from 6.0 to 7.5. Topsoil outside of this range shall be amended by the addition of pH adjusters as approved by the Engineer.
- b. The organic matter content shall range between 2% and 6% (by dry sample weight).
- c. The soil texture shall be a sandy loam, silt loam, or loam where the sand, silt, and clay contents (by dry sample weight) fall within the following ranges:

Sand.....	40% to 65%
Silt	25% to 60%
Clay	5% to 15%

- d. The gradation shall be as follows:

Sieve Designation	% Passing
1 inch screen	100
0.25 inch screen	97 - 100
No. 10 U.S.S. mesh sieve	95 - 100
No. 140 U.S.S. mesh sieve	15 - 35

- e. The soil salinity as measured by the electrical conductivity of a saturated soil

sample shall not exceed 2dS/m (decisiemens/meter).

- f. Topsoil samples may be taken from stockpiles by the ENGINEER for submission to a testing laboratory. Topsoil that does not meet the required specifications shall be removed from the project site by the CONTRACTOR and shall be replaced with suitable topsoil that meets the testing requirements.

8. SEED & FERTILIZER

Seed and fertilizer shall meet the following requirements:

Table R-1

Location	Seeding* Requirement	Fertilizer Requirement
Maintained Lawn Areas	MDOT Type THM Mix (20% Perennial Rye, 30% Kentucky Blue, 50% Red Fescue) applied at 220 lbs./acre	MDOT Class A, 228 lbs./acre
Fields, Slopes & Ditch Banks, Etc.	MDOT Type THV Mix (30% Perennial Rye, 15% Kentucky Blue, 45% Red Fescue, 10% Fults Salt) applied at 220 lbs./acre	MDOT Class B, 120 lbs./acre

* percent mixture proportions by weight

All grass seeding shall meet the requirements for purity and germination as called for in the MDOT Standard Specifications for Construction Table 917-1 for Seed Mixtures. Seed shall be delivered in durable containers which show the

manufacturer's name, lot number, weight, contents, purity, and germination. Although Table R-1 lists only two typical seeding mixtures, other seeding mixtures shown in MDOT Tables 816-1 and 917-1 may be used where approved by the Engineer.

9. MULCH & MULCH BLANKETS

Mulch and mulch blankets shall meet the following requirements:

- a. Loose Mulch. Mulching material shall consist of any straw or marsh hay in an air-dry condition. Hay in an air-dried condition will be permitted only when straw mulch or marsh hay is unavailable. Mulch materials shall be undamaged, rot free, clean, substantially free of weed seed and other objectionable foreign matter.

- b. Mulch Blankets (for moderate runoff condition). Mulch Blankets shall be one of the following or an approved equal:

S1 Erosion Control Blanket –
BonTerra America

Contech ERO-MAT -
Contech Construction Products

Erosion Control Blanket DS-75 –
North American Green

- c. High Velocity Mulch Blankets (for medium to heavy runoff condition). High velocity mulch blankets shall be one of the following or an approved equal:

S2 Erosion Control Blanket –
BonTerra America

Contech High Velocity ERO-MAT –
Contech Construction Products

ECS High Impact Excelsior Blanket –
Erosion Control Systems, Inc.

ECS High Velocity Straw Mat –
Erosion Control Systems, Inc.

Erosion Control Blanket DS-150 –
North American Green

10. SOD

Sod shall meet the requirements of Section 917.13 of MDOT Standard Specifications for Construction. The Contractor shall keep the sod watered until a vigorous growth is established.

Sod must be an upland mineral soil sod. Sod must be grown on loam soils. Sod grown on peat is not acceptable for use.

11. FENCING

Chain link and woven wire fence materials shall meet the requirements of Section 907 of MDOT Standard Specifications for Construction. Chain link fabric shall be as called for on the construction drawings (aluminum-coated, zinc-coated, or vinyl-coated). Fences made of other materials (wood board, split rail, iron, etc.) shall be replaced in kind or as called for on the construction drawings. In this case, fence materials and construction methods shall meet the applicable standards of ASTM.

12. TREES & SHRUBS

Trees and shrubs shall be quality, nursery-grown stock with adequate root growth (balled and burlapped). Nursery stock shall meet the standards of the current edition of the American Standard for Nursery Stock as published by the American Association of Nurserymen, as well as the standards of Section 917 of the MDOT Standard Specifications for Construction.

13. TIMBER POSTS

Timber used for fence, guide, guard and mailbox posts shall meet the requirements of Section 912.08 of the MDOT Standard Specifications for Construction.

14. TRAFFIC SIGNS & POSTS

Traffic and street signs that are removed or damaged shall be replaced in kind. The materials used for such sign and post replacements shall meet the applicable standards of Section 919 of the MDOT Standard Specifications for Construction.

15. PAVEMENT STRIPING

Pavement striping materials shall meet the requirements shown in Section 920 of the MDOT Standard Specifications for Construction.

CONSTRUCTION

16. PAVEMENT RESTORATION

The aggregate and pavement thicknesses shown in the following sections are intended to be a guideline for minimum thicknesses. Thicker sections may be required depending upon the requirements of the OWNER or the controlling agency. All pavements shall be restored to the elevation and section that existed prior to construction.

a. Gravel Shoulders and Approaches

Gravel shoulders and approaches shall be constructed as described in Section 307.03 of the MDOT Standard Specifications for Construction.

Gravel shoulder restoration shall consist of placement and compaction of MDOT 21AA limestone or MDOT 22A gravel on a suitable subgrade to form a minimum six (6) inch thick section. The 21AA limestone or 22A gravel shall be compacted to a minimum density of ninety-eight (98) percent of the maximum unit weight. The restored shoulder width shall match the existing width.

Restoration of gravel approaches shall consist of placement and compaction of MDOT 21AA limestone or MDOT 22A gravel on a suitable subgrade as called for

on the plans to form a minimum six (6) inch thick section. The 21AA limestone or 22A gravel shall be compacted to a minimum density of ninety-eight (98) percent unit of the maximum unit weight. The restored approach width shall match the existing width.

b. Gravel Roads

Restoration of gravel roads shall consist of placement and compaction of MDOT 21AA limestone, MDOT 22A gravel, or MDOT 23A gravel as called for in the plan details to form a minimum eight (8) inch thick section. The restored road width shall match the existing road width. Gravel roads shall be constructed as described in Section 306.03 of the MDOT Standard Specifications for Construction.

c. Aggregate Base Courses

Aggregate base courses shall be placed and compacted to the thickness and width as called for on the plan details and as described in Section 302.03 of the MDOT Standard Specifications for Construction. Unless otherwise indicated in the Supplemental Specifications, aggregate base courses shall be compacted to a minimum density of ninety-eight (98) percent of the maximum unit weight.

d. Sawcutting

All pavement, curb and gutter, and sidewalk removals shall be accomplished by sawcutting with a power-driven concrete saw. Sawcutting shall be full depth for all pavements (concrete, bituminous, concrete with bituminous overlay).

In bituminous pavement, sawcut lines shall be parallel with or perpendicular to the direction of vehicle travel.

In concrete pavement, sawcut lines shall be cut parallel with pavement joints. Sawcuts shall not be nearer than five (5) feet to a transverse joint, to the center of pavement,

or to the edge of pavement such that no existing or replacement pavement section shall be less than five (5) feet in width. If the proposed sawcut is nearer than five (5) feet to a joint or centerline of a pavement, then removal and replacement shall be extended to said joint or centerline.

If an integral concrete curb is to be removed, then the minimum removal width shall be eighteen (18) inches.

e. Hot Mix Asphalt (HMA) Pavement

Hot mix asphalt pavements shall be constructed in accordance with the plan details and Section 501 of the MDOT Standard Specifications for Construction. Where new asphalt pavement is to adjoin existing asphalt pavement, a two (2) foot wide butt joint shall be constructed. A bond coat shall be applied to the existing pavement surface. Unless otherwise called for in the plan details, the following sections shall apply as a minimum:

Bike paths: 3" HMA over 4" 21AA aggregate base (with soil sterilant application)

Residential driveways: 3" HMA over 6" 21AA aggregate base

Commercial driveways: 4" HMA over 8" 21AA aggregate base; or 8" asphalt

Residential streets: 4" HMA over 8" 21AA aggregate base; or 8" asphalt

Collector road: 9" HMA over 6" 21AA aggregate base

The laboratory density of HMA pavement shall be determined by the Marshall Procedure ASTM D-1559 using 50 blows on each of the specimens as the compactive effort. One set of three (3) specimens shall be made on the first day of placement and on subsequent days as determined by the Engineer.

The measurement of field-compacted density shall be done with a nuclear gage. The percent of compaction obtained shall be determined by dividing the field-compacted density by the laboratory density and multiplying the result by 100. Unless otherwise indicated in the plan details or Supplemental Specifications, all HMA pavements shall be compacted to a minimum calculated density of 97%.

Density tests shall be taken on the completed pavement at a frequency of one test every 500 linear feet of paving lane, except for the last unit which will be 500 linear feet, plus any fractional unit less than 250 feet in length, or will be a fractional unit of 250 feet or more in length. Miscellaneous areas such as intersections, crossovers and widening lanes less than 250 feet long will be tested as directed by the Engineer.

f. Concrete Pavement

Concrete pavements shall be constructed in accordance with the plan details as well as Sections 602 and 801 of the MDOT Standard Specifications for Construction. Where new concrete pavement is to be anchored to old pavement, dowel bars and lane ties shall be installed in accordance with MDOT Standard Plans. Joints shall be installed in the new concrete pavement to match existing joint types and locations. Reinforcing steel shall be similar to that in the existing pavement and shall provide the same cross sectional area of reinforcement per foot as the existing pavement. Unless otherwise called for in the plan details, the following sections shall apply as a minimum:

Residential driveways:	6" non-reinforced concrete over 4" sand base
Commercial driveways:	8" non-reinforced concrete over 4" sand base
Residential	8" non-reinforced concrete

streets: over 6" sand base

Collector road: 9" non-reinforced concrete over 6" sand base

g. Concrete Sidewalk and Ramps

Concrete sidewalks and ramps shall be constructed in accordance with the plan details and Section 803 of the MDOT Standard Specifications for Construction. Unless otherwise called for in the plan details, the following sections shall apply as a minimum:

Sidewalks:	4" concrete over 4" sand base
Sidewalks (at residential drive crossing):	6" concrete over 4" sand base
Sidewalks (at commercial drive crossing):	8" concrete over 4" sand base
Sidewalk ramps:	4" concrete over 4" sand base

h. Concrete Curb and Gutter

Concrete curb and gutter shall be constructed in accordance with plan details and Section 802 of the MDOT Standard Specifications for Construction.

17. TURF ESTABLISHMENT

The CONTRACTOR shall furnish and place topsoil, seed, or sod, and fertilizer for all areas that were disturbed during construction. Seed and sod shall be installed in accordance with the seasonal limitations that are described in section 816.03 of the MDOT Standard Specifications for Construction unless directed otherwise by the Engineer.

a. Topsoil

Unless otherwise called for on the plans, a minimum of three (3) inches of topsoil shall be placed for areas that are to be restored with seeding or sodding. Topsoil shall be placed on a prepared earth bed in accordance with Section 816.03A of the MDOT Standard Specifications for Construction.

The existing earth bed shall be graded such that the placement of topsoil and sod will meet the final plan grades.

b. Seed

Seeding shall be sown in accordance with Section 816.03C of the MDOT Standard Specifications for Construction. The application rate for the seeding shall be as shown in the table in part 8 of the Materials Section.

c. Mulch and Mulch Blankets

Mulch and mulch blankets shall be placed over seeded areas as called for in Section 816.03E through H of the MDOT Standard Specifications for Construction. If mulch blankets must be secured to a slope, then biodegradable netting and biodegradable earth staples shall be used.

Mulch anchoring shall be considered as incidental to mulch placement unless a pay item for mulch anchoring has been included in the Bid Form.

d. Sod

Sod shall be placed in accordance with Section 816.03D of the MDOT Standard Specifications for Construction.

A sod cutter shall be used to establish a smooth vertical edge when new sod is to abut existing sod.

e. Fertilizer

Fertilizer shall be placed in accordance with Section 816.03B of the MDOT Standard Specifications for Construction. The

application rate for the fertilizer shall be as shown in table in Part 8 of the Materials Section.

f. Watering and Maintenance

It is the responsibility of the CONTRACTOR to regularly water new seed and sod in order to establish a dense lawn of permanent grasses that is free from mounds and depressions. Any portion of a sodded area that "browns-out" or does not firmly knit to the soil base, or any portion of a seeded area that fails to show a uniform germination, shall be resodded or reseeded. Such resodding or reseeding shall be at the CONTRACTOR's expense and shall continue until a dense lawn is established.

Watering seed and sod shall be considered as incidental to the turf establishment work unless a pay item for water has been included in the Bid Form.

18. FENCING

Prior to the start of any fence restoration work, the CONTRACTOR shall verify that the line and grade are correct.

a. Removing and Replacing Existing Fences

Fences shall be removed and replaced or shall be removed as indicated on the Plans or as directed by the ENGINEER. If any of the existing material is damaged or destroyed, the CONTRACTOR shall replace the material at his expense. Replacement fence material shall be of a condition comparable to that which existed prior to construction.

After the fence removal or relocation operations are complete, all surplus material shall be removed and disposed of by the CONTRACTOR at his expense unless otherwise called for on the Contract Documents.

Any holes or voids resulting from the fence post removal operation shall be backfilled

with a suitable material, as approved by the ENGINEER.

b. Placing New Fence

Woven wire and chain link fencing shall be installed in accordance with Sections 808.03A and D of the MDOT Standard Specifications for Construction. If called for on the plans, a top rail shall be used in place of tension wire for the chain link fence construction. Other fence types (timber, boulders, decorative rock, etc.) shall be constructed in accordance with plan details.

19. GUARDRAIL

Guardrail shall be placed in accordance with Section 807 of the MDOT Standard Specifications for Construction. Guardrail design shall be approved by the ENGINEER and shall conform to the current applicable standards of the agency that has jurisdiction of the right-of-way.

Any holes or voids resulting from the guardrail post removal operation shall be backfilled with a suitable material, approved by the ENGINEER.

20. TREE & SHRUB PLANTING

Trees and shrubs shall be planted in accordance with Section 815 of the MDOT Standard Specifications for Construction. Nursery stock shall conform to the standards shown in the American Standard for Nursery Stock (ANSI Z60.1-1996).

Watering and cultivating trees and shrubs during the establishment period shall be considered as incidental to the tree and shrub planting work unless a pay item for watering and cultivating has been included in the Bid Form.

21. MAILBOXES

Where mailbox post replacement is called for on the plans, new mailbox posts shall be

furnished and installed in accordance with Section 807 of the MDOT Standard Specifications for Construction and the plan details.

22. TRAFFIC SIGNS & POSTS

Placement of traffic signs and posts shall be done in accordance with the applicable Sections in 810 of the MDOT Standard Specification for Construction, the current edition of the Michigan Manual of Uniform Traffic Control Devices, and the plan details.

23. PERMANENT PAVEMENT STRIPING

Permanent pavement striping shall be placed in accordance with the plan details and Section 811 of the MDOT Standard Specifications for Construction.

24. DRAINAGE STRUCTURES,
CULVERTS, & DITCHES

As part of restoration, the CONTRACTOR shall be responsible for cleaning out all drainage structures, culverts, and ditches that are located within the area of construction. All ditches shall be restored such that drainage will flow freely. The cost of this work shall be considered as incidental to the project.

25. PROGRESS OF FINAL
RESTORATION

If in the judgement of the OWNER, adequate site restoration efforts are not being expended, including but not limited to, roadway, driveway and drainage maintenance, removal of surplus materials, restoration of all signs, mail boxes and like items, then the OWNER will take the necessary steps to perform such restoration and shall charge the CONTRACTOR for all of the costs until proper order is restored.

End of Section

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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:

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.

MOBILIZATION

The completed work as measured for MOBILIZATION will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Mobilization, Max. 5%	lump sum

The lump sum price shall be payment in full for all preparatory work and operations which may include, but is not limited to, the following items:

1. The movement of personnel, equipment, supplies, and incidentals to the project site.
2. The establishment of the Contractor's offices, buildings, and other facilities to work on the project.
3. Other work and operations that must be performed.
4. Expenses incurred, prior to beginning work on the various contract items on the project site.
5. Pre-construction costs, exclusive of bidding costs, which are necessary direct costs to the project rather than directly attributable to other pay items under the contract.
6. Permits, bonds, etc.

The pay item will state the maximum amount that can be bid. When the percentage of the original contract amount earned is less than 5 percent, the costs of project specific bonding, insurances, and permits will be reimbursed when a paid invoice is received by the Engineer. The costs of these will then be made in accordance with the Partial Payment Schedule shown below. The original contract amount is the total value of all contract items including the mobilization item. The percentage earned is exclusive of the mobilization item. The total sum of all payments for this item shall not exceed the original contract amount bid for mobilization, regardless of the fact that the Contractor may have, for any reason, shut down his work on the project, moved equipment away from the project and then back again, or for additional quantities or items of work added to the contract.

Partial Payment Schedule

Percentage of Original Contract Amount Earned	Percentage of Bid Price for Mobilization Allowed
5	50
10	75
25	100

When a pay item for mobilization is not included in the proposal, payment for any such work is considered to have been included in payments made for other items of work.

TRAFFIC MAINTENANCE AND CONTROL

The completed work as measured for TRAFFIC MAINTENANCE AND CONTROL will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Traffic Maintenance and Control	lump sum

The contract lump sum price shall be payment in full for all labor, materials, and equipment necessary to furnish, install, and maintain all signs, cones, barricades, flagging, etc. as required by the Michigan Manual of Uniform Traffic Control Devices and the Supplemental Specifications. Removal of any temporary signs or other traffic control equipment upon completion of the project shall be considered as incidental to the traffic maintenance and control work.

REMOVE CONCRETE CURB AND GUTTER

The completed work as measured for REMOVE CONCRETE CURB AND GUTTER will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Curb and Gutter, Rem	linear foot

Curb and Gutter, Rem shall be measured along the gutter line by linear foot.

The contract unit price shall be payment in full for all labor, materials and equipment required to sawcut, remove, and properly dispose of the concrete curb and gutter offsite.

REMOVE PAVEMENT

The completed work as measured for REMOVE PAVEMENT will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Pavt, Rem	square yard

Pavt, Rem 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

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>
Sidewalk, Rem	square yard

Sidewalk, Rem 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.

HOT MIX ASPHALT (HMA) PAVEMENT

The completed work as measured for HOT MIX ASPHALT (HMA) 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>
HMA, 13A, Repair	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. For bike or safety path paving, the contract unit price shall also include the application of a suitable soil sterilant (Pramitol 25E, Pramitol 5PS or approved equal) on the Subgrade prior to paving. The application method and coverage rate shall be in accordance with the manufacturer's recommendations.

CONCRETE CURB & GUTTER

The completed work as measured for CONCRETE CURB & GUTTER will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Curb and Gutter, Conc, Det F3	linear foot

Curb and gutter shall be measured in place by linear foot. 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 the same Detail as the main line curb.

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.

DETECTABLE WARNING

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	foot

Detectable Warning Surface shall be paid in place by the linear foot. The length shall be measured along the center of the warning surface across the width of the sidewalk.

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.

CONCRETE SIDEWALK RAMP

The completed work as measured for CONCRETE SIDEWALK RAMP will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Sidewalk Ramp, Conc, 6 inch	square foot

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 Surface Bid Item 8. The level landing will be paid for under Concrete Sidewalk, 4", and will not be considered for payment under this item.

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.

CURB RAMP OPENING

Refer to MDOT Special Provision for Curb Ramp Opening, Conc. at the end of this section.

CONCRETE SIDEWALK

The completed work as measured for CONCRETE SIDEWALK will be paid for at the contract unit prices for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Sidewalk, Conc, 4 inch	square foot

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.

Ramps shall be constructed to full compliance of the Michigan Department of Transportation (MDOT) Sidewalk Ramp and Detectable Warning Details, R-28-J.

CONCRETE SIDEWALK RETAINING WALL

Refer to MDOT Special Provision for Sidewalk Retaining Walls at the end of this section.

PAVEMENT MARKINGS

The completed work as measured for PAVEMENT MARKINGS will be paid for at the contract unit prices for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Pavt Mrkg, Polyurea, 6 inch, Crosswalk	foot
Pavt Mrkg, Polyurea, 12 inch, Crosswalk	foot

Pavement striping shall be measured in place horizontally by linear foot. The length shall be measured along the painted segment from end to end of paint marks. Pavement marking symbols and legends shall be counted and paid for by each.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish and install the pavement markings in accordance with the plan details and the manufacturer's instructions. All sweeping and preparatory work as well as traffic control and temporary protection of newly placed markings shall be considered as incidental to the pavement marking work. Removal of any temporary pavement markings shall also be considered as incidental unless the Bid Form already includes pay items for removing temporary markings.

SURFACE RESTORATION

The completed work as measured for SURFACE RESTORATION will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Surface Restoration	square yard

Surface Restoration shall be measured in place by square yard and shall be based upon the average length and width measurements of the restored area as determined by the Engineer. Areas disturbed during construction shall be replaced in kind. The Contractor should be aware that this item may increase, or decrease, or be zero depending upon field conditions.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish and place 2" of topsoil, seed, and mulch as called for on the plans and specifications. Application of mulch anchoring shall be considered as included in the placement of the surface restoration. Watering until vigorous turf growth is established shall be considered included.

REMOVE AND RESET SALVAGED SIGN

The completed work as measured for REMOVE AND RESET SALVAGED SIGN 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 and Reset Salvaged Sign	each

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to remove and salvage the existing sign and post and then reset the existing sign and post in accordance with plan details. Any signs or posts that are damaged by the Contractor during the removal work shall be replaced in kind by the Contractor at no additional cost to the Owner. Furnishing, placing and compacting suitable backfill in the old postholes shall be considered as included in the sign removing and resetting work. If more than one sign exists on a single post, then a separate payment shall apply for each sign that is reset.

ADJUST STRUCTURE

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

<u>Pay Item</u>	<u>Pay Unit</u>
Drainage Structure, Adjust	each

The work of adjusting structures shall be paid for on a per structure basis and shall apply for any total amount of vertical change. The pay item for adjusting drainage/utility structures shall apply to existing storm manholes, catch basins, inlets, and gate wells. The adjust structure pay item shall not apply to new structures since final adjustment in this case is included in the contract unit price of the new structure.

The contract unit price shall be payment in full for all labor, material, and equipment necessary to adjust structures in accordance with the plan details so that the castings will match the new finished pavement or landscape surface grades. Excavation, backfill, cleaning the existing casting and disposal of excess or unsuitable materials shall all be considered as included as part of the adjustment work.

EROSION CONTROL, INLET PROTECTION, FABRIC DROP

The completed work as measured for EROSION CONTROL, INLET PROTECTION, FABRIC DROP will be paid for at the contract unit price for the following contract item (pay item):

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<u>Pay Item</u>	<u>Pay Unit</u>
Erosion Control, Inlet Protection, Fabric Drop	each

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish, install, and maintain catch basin or inlet filters in accordance with the plan notes and details. Maintenance work will include removal and replacement of filters as directed by the Engineer. Removal and disposal of the filters and accumulated sediment upon final completion of the project shall be considered as included in the work. The work shall also include removal of accumulated sediment from the ground surface and from the drainage structure sumps.

CONCRETE DRIVEWAYS

The completed work as measured for CONCRETE DRIVEWAYS will be paid for at the contract unit prices for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Driveway, Nonreinf Conc, 6 inch	square yard

Concrete driveway shall be measured in place and shall be paid for based upon the length and width placed, for the specified thickness required on the plans.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to construct the driveway 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 driveway placement. Any necessary excavation, backfill, and disposal of excess materials shall also be considered as incidental to the driveway construction.

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.

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.

CITY OF YPSILANTI
SPECIAL PROVISION
FOR
SIDEWALK RETAINING WALLS

OHM:TJL

1 of 2

05/19/17

a. Description.

This work shall consist of constructing new sidewalk retaining walls as called for on the plans or as directed by the Engineer. All work shall be performed in accordance with section 802 of 2012 MDOT Standard Specifications for Construction and MDOT Standard Plans, except as modified herein and elsewhere in the contract documents.

b. Material.

Use materials conforming to Section 802 of 2012 MDOT Standard Specifications for Construction and as shown on the plan details.

c. Construction.

This work shall be constructed in accordance with Section 802 of 2012 MDOT Standard Specifications for Construction and the details as shown on the plans. Construct **Sidewalk Retaining Wall, Integral, Less than 6 inch Height** in accordance with MDOT Standard Plan R-30 series for Detail E2 curb. Curb face exposure shall be 6 inches or less.

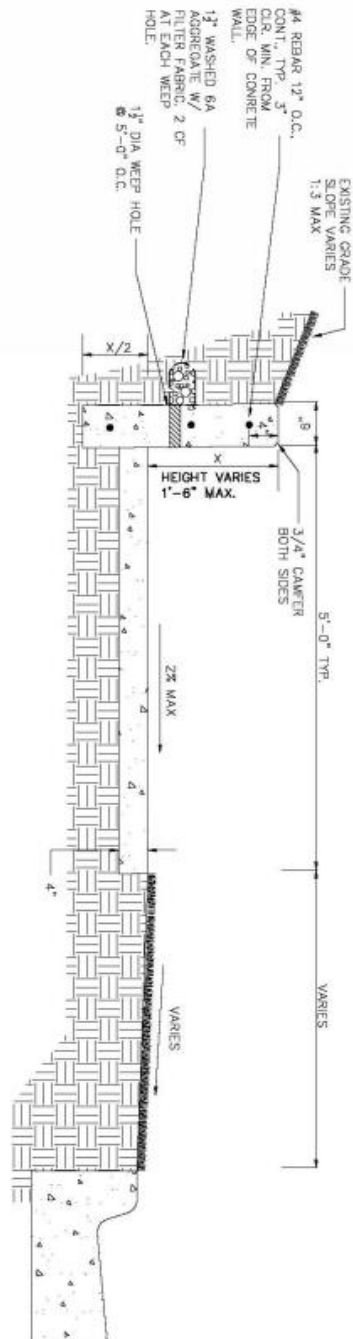
The Contractor is responsible for any damage to concrete items, including but not limited to Vandalism, vehicular, pedestrian and/or miscellaneous structural damage; surface texture damage; and rain damage.

d. Measurement and Payment.

The completed work as measured for Sidewalk Retaining Walls will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Sidewalk Retaining Wall, Integral, Less than 6 inch Height.....	Square Feet
Sidewalk Retaining Wall, Integral, 6 inch to 18 inch Height.....	Square Feet

The unit prices for these items shall be measured in place by square foot. The area shall be measured by the exposed face area of the retaining wall. The sidewalk section will be paid for separately. The contract price shall be payment in full for all labor, materials, and equipment necessary to construct the **Sidewalk Retaining Wall, Integral, Less than 6 inch Height** and **Sidewalk Retaining Wall, Integral, 6 inch to 18 inch Height** in accordance with the plan details. The 4-inches of sand base will be incidental to the pay item. Any excavation, subgrade compaction, backfilling behind the retaining wall, disposal of excess materials, joints, rebar and curing compound shall be considered as incidental to the retaining wall construction.

INTEGRAL SIDEWALK RETAINING WALL (6" – 18") DETAIL

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
CURB RAMP OPENING, CONCRETE

DES:CAL

1 of 1

APPR:MB:DBP:04-10-17
APPR FHWA:04-17-17

Add the following new subsection 803.03.I, on page 543 of the Standard Specifications for Construction:

I. **Curb Ramp Opening.** Construct curb ramp openings in accordance with subsection 802.03 of the Standard Specifications for Construction, Standard Plan R-28 Series and as required to conform with the associated sidewalk ramp geometry (counter slope, running slope, cross slope, flares, widths, etc.).

Add the following pay item to the pay item listing in subsection 803.04, on page 544 of the Standard Specifications for Construction:

Curb Ramp Opening, ConcFoot

Delete the second paragraph of subsection 803.04.C, on page 544 of the Standard Specifications for Construction in its entirety and replace with the following:

The unit price for **Sidewalk Ramp, Conc, ___ inch** includes the cost of landings, monolithic rolled curbs or side flares along the longitudinal edges of the ramp or landing, and transitions to existing sidewalk.

Add the following new subsection 803.04.G, on page 545 of the Standard Specifications for Construction:

G. Curb Ramp Opening, Conc. The Engineer will measure **Curb Ramp Opening, Conc.** in place along the joint of the curbing with the pavement including transitions to and from adjacent standard full height curb and gutter cross section.

SUPPLEMENTAL SPECIFICATIONS

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1. GENERAL

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

2. LOCATION OF PROJECT

The project site is located in the City of Ypsilanti, Michigan. Preliminary locations are identified in Appendix D. 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 hour 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 being funded in part by the Federal Government. Therefore, it is mandatory that the CONTRACTOR be in compliance with the following Federal Requirements:

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

10. FAIR EMPLOYMENT PRACTICES ACT

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

11. OBSERVATION OF CONSTRUCTION

All construction operations will require full time observation by the OWNER's representative. The CONTRACTOR must notify the ENGINEER at least three (3) working days (72 hours) prior to construction and no work shall be performed without the ENGINEER's presence or awareness. Contact the Construction Staffing Coordinator at (734) 522-6711 to schedule observation.

12. HOURS OF WORK

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

13. TESTING & SAMPLING

The CONTRACTOR shall furnish all samples of materials necessary for tests as determined by the ENGINEER or the Construction Observer. All samples taken for analysis and tests shall be taken in such a manner as to be truly representative of the entire lot under test. The CONTRACTOR shall furnish such assistance and facilities as the ENGINEER may require for collecting, storing or curing samples. Where materials tests are to be performed by the manufacturer, the certificates of approval shall be submitted to the ENGINEER. The cost of all such testing by manufacturers shall be incidental to the project. Additional required tests on materials in place shall be made at the expense of the OWNER, unless otherwise stipulated.

The OWNER's Agent shall arrange for and furnish testing services as provided by an acceptable independent laboratory as part of this Contract. These services shall be as follows, in addition to the testing requirements noted in the General Conditions:

All concrete shall be slump and air tested, with cylinders taken (as noted above) in compliance with the current MDOT Standard Specifications for Construction.

There may be areas with uncompacted fill material or organic materials; as a result, all areas within the influence of proposed pavement shall be proof rolled as a minimum, to the satisfaction of the ENGINEER. Some testing may be required.

All aggregate base and pavement shall be tested for compaction. A reputable firm, approved by the ENGINEER shall extensively test all such areas with a nuclear densimeter. In addition, all utility crossings and the areas immediately adjacent to any structures in the pavement shall be specifically tested. Areas which fail shall be compacted further and retested. Failure to pass a second test shall be reason to undercut and refill the area, as directed by the ENGINEER, with careful attention to compaction.

14. STAKING

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 1800-482-7171 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 SPECIFICIATION 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:

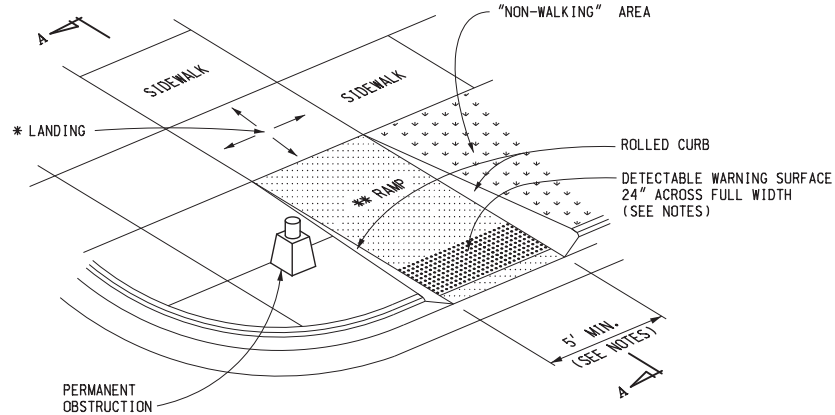
Page R-2, Item 7, TOPSOIL, delete the existing paragraph and replace with

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.

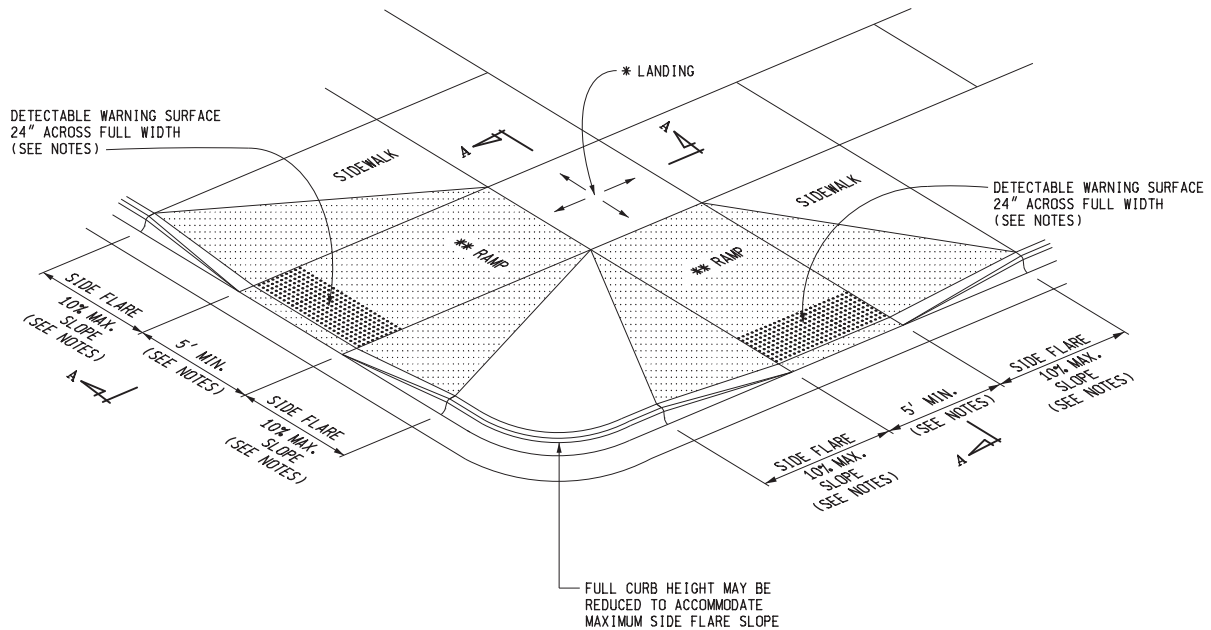
Appendix A:
MDOT Standard Plan R-28-J

* 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

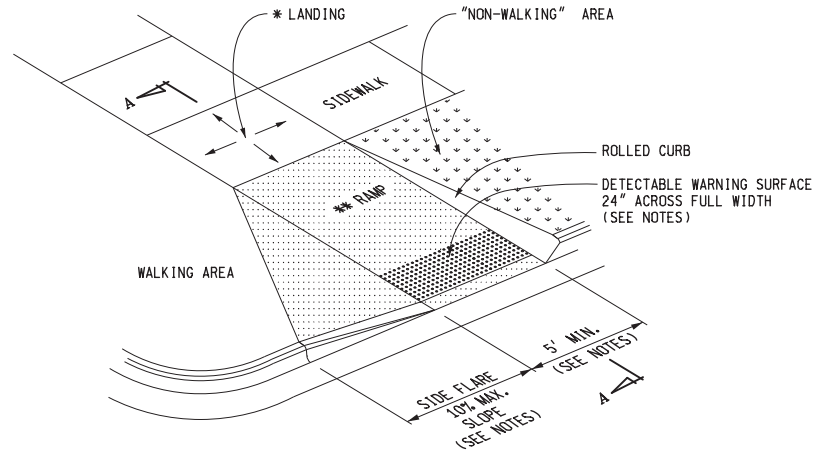
3-15-2016
PLAN DATE

R-28-J

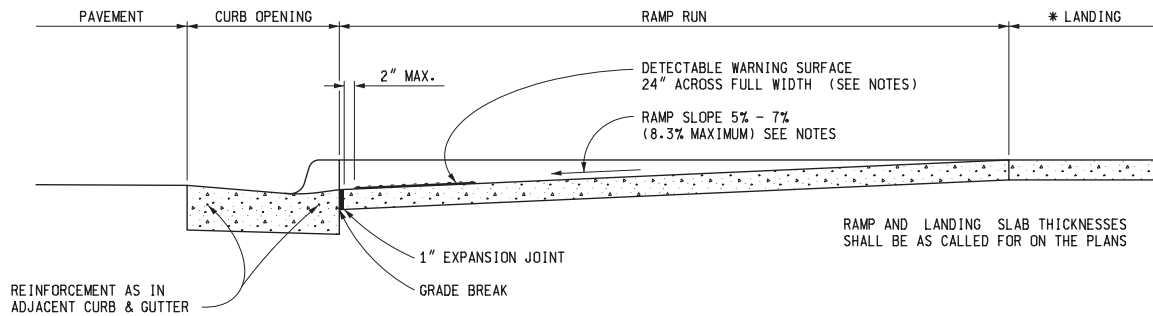
SHEET
1 OF 7

* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

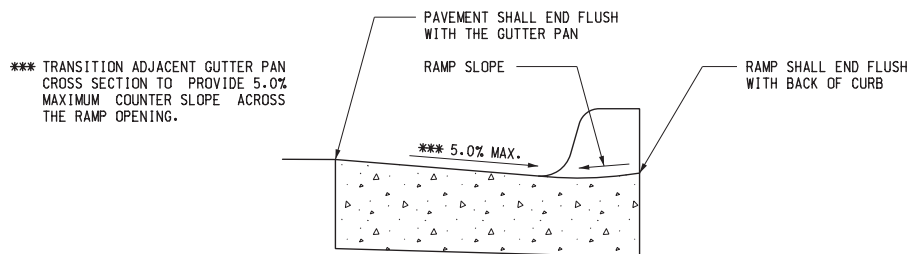
** MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



SIDEWALK RAMP TYPE RF
(ROLLED / FLARED SIDES)



SECTION A-A



SECTION THROUGH CURB OPENING
(TYPICAL ALL RAMP TYPES)

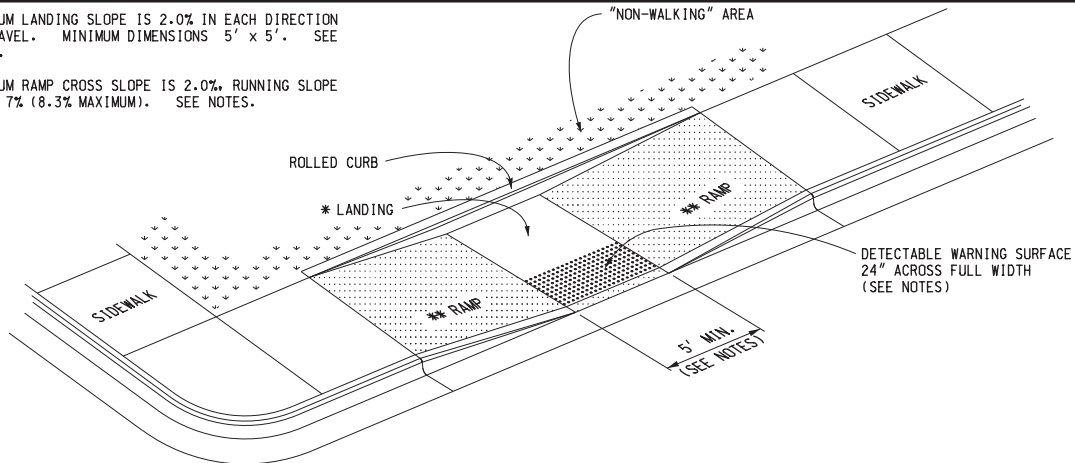
MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

**SIDEWALK RAMP AND
DETECTABLE WARNING DETAILS**

F.H.W.A. APPROVAL	3-15-2016 PLAN DATE	R-28-J	SHEET 2 OF 7
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* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

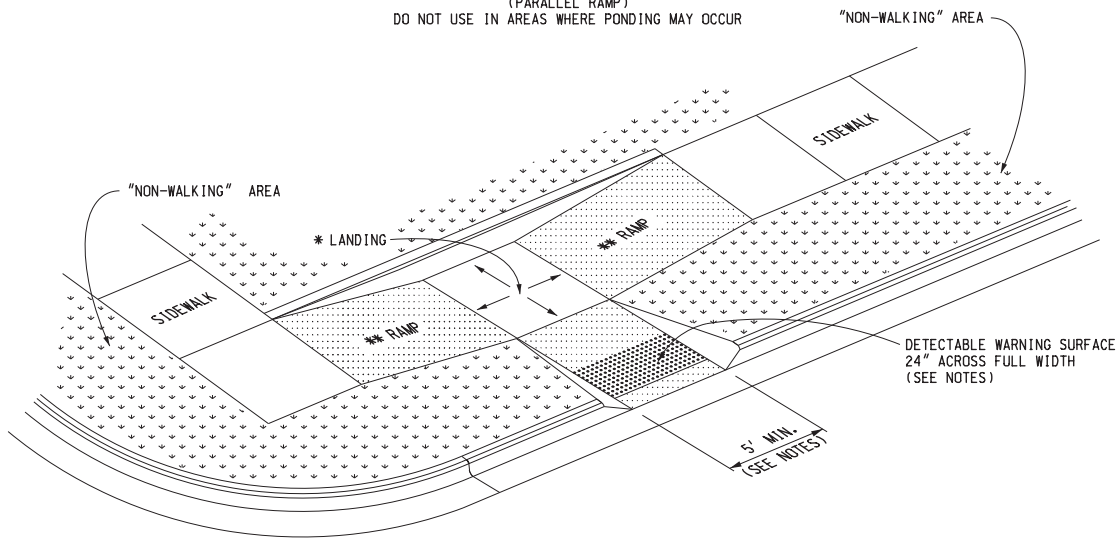
** MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



SIDEWALK RAMP TYPE P

(PARALLEL RAMP)

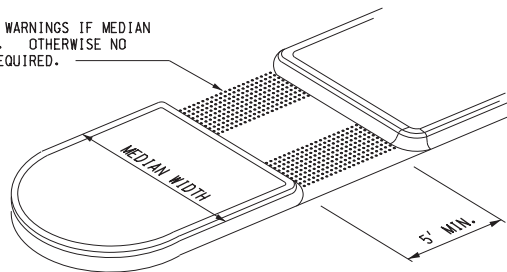
DO NOT USE IN AREAS WHERE PONDING MAY OCCUR



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)

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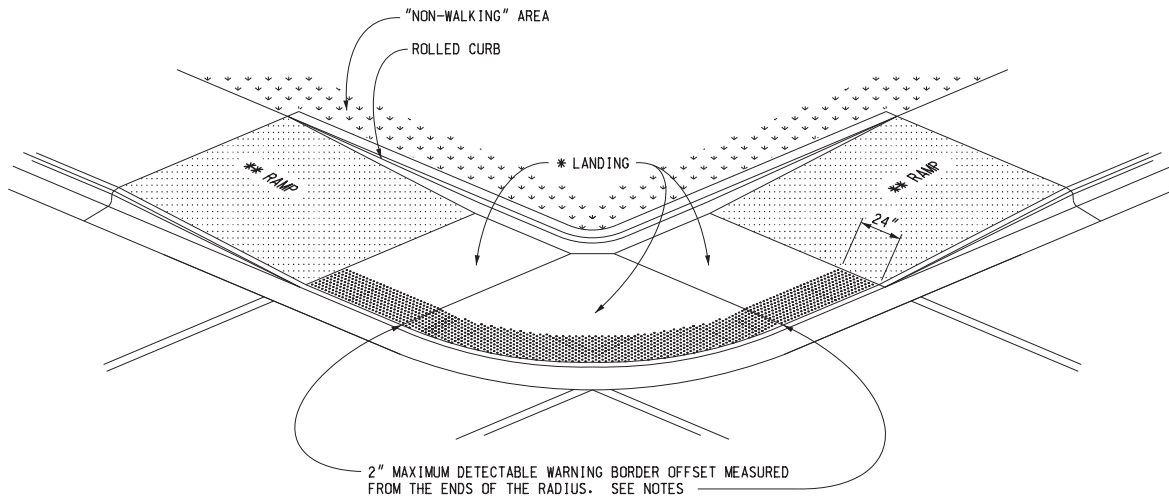
3-15-2016
PLAN DATE

R-28-J

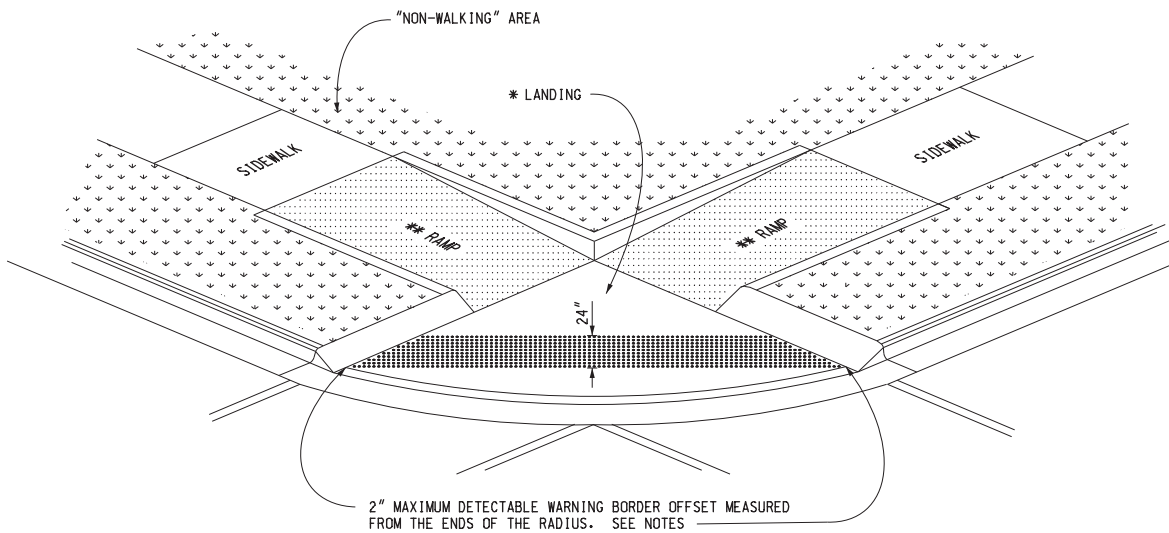
SHEET
3 OF 7

* 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
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SIDEWALK RAMP AND DETECTABLE WARNING DETAILS

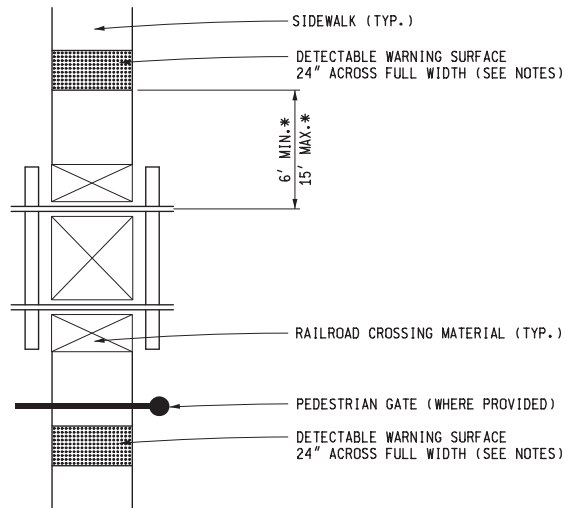
F.H.W.A. APPROVAL

3-15-2016
PLAN DATE

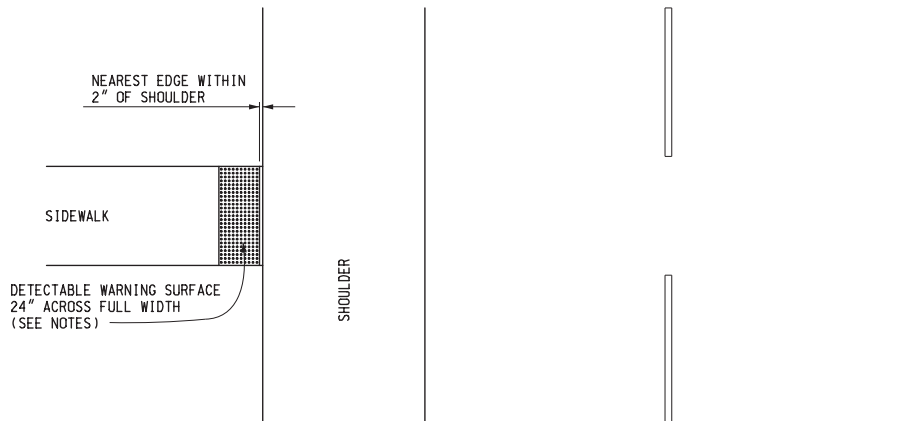
R-28-J

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* 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.

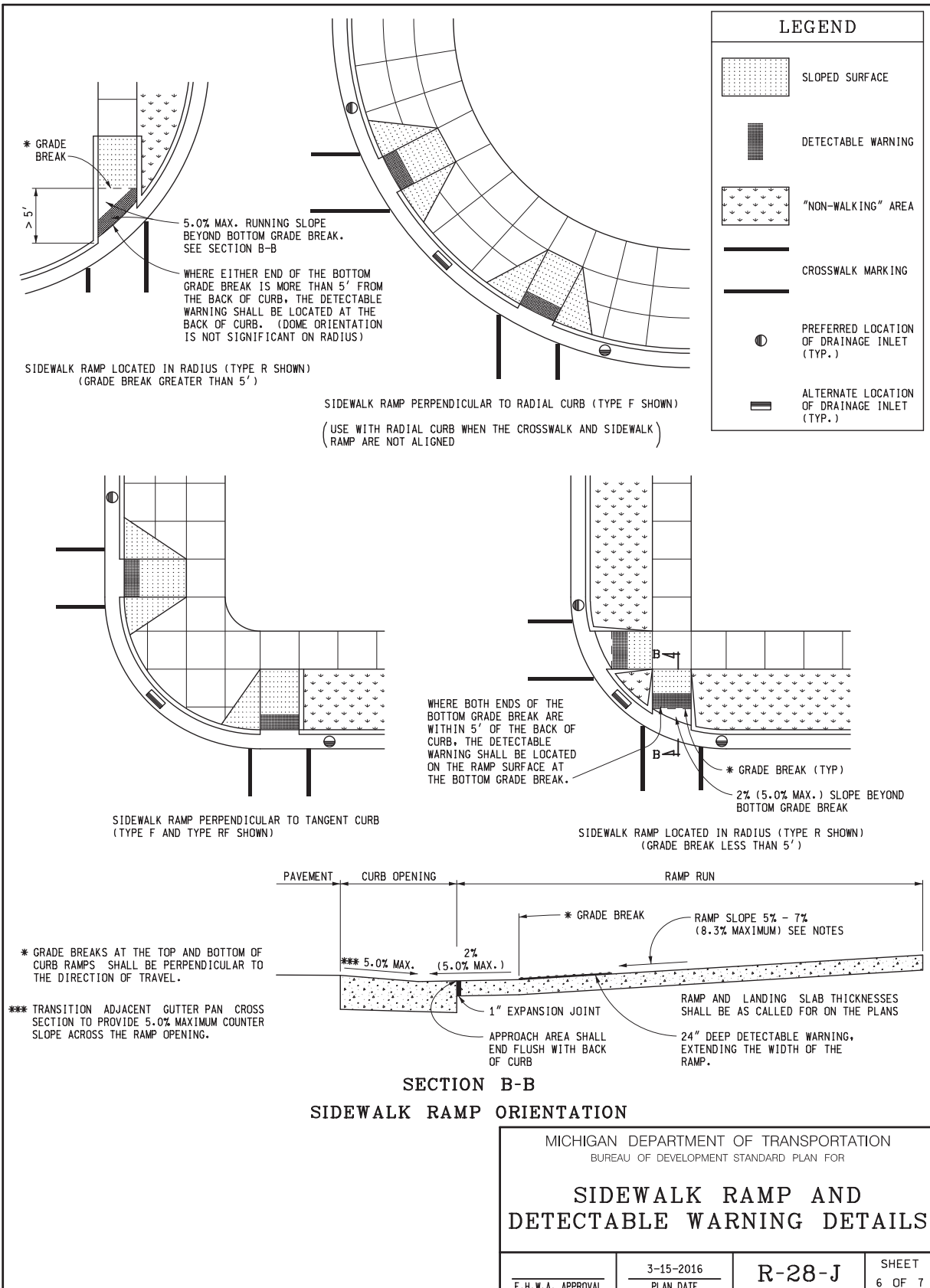


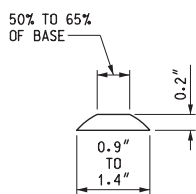
DETECTABLE WARNING AT RAILROAD CROSSING



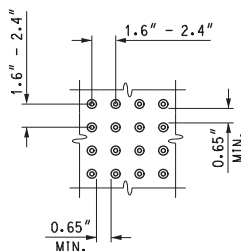
DETECTABLE WARNING AT FLUSH SHOULDER OR ROADWAY

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

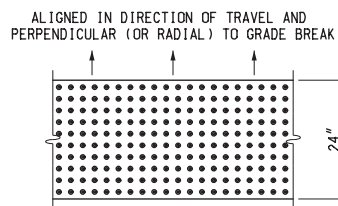




DOME SECTION



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.

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F.H.W.A. APPROVAL

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Appendix B:
Federal Requirements and Wage Decisions

Required Bid and Contract Documents
Washtenaw County Community Development Block Grant (CDBG) Program
Public Infrastructure and Facilities Improvement Projects

This is a Federally funded project. The contractor and subcontractors must comply with HUD procurement provisions in CFR 24 Part 85.36, Equal Employment Opportunity requirements, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, and other requirements as set forth in the bid documents. Minority and Women Owned Business Enterprises and Section 3 Business Concerns seeking bid opportunities under this project are encouraged to respond.

Enclosed is a set of documents related to compliance with Federal and local requirements concerning public infrastructure and facilities improvement projects under Washtenaw County's Community Development Block Grant (CDBG) program:

1. Federal Contract Provisions
2. Federal Labor Standards Provisions
3. Equal Opportunity
 - a. Equal Opportunity Clause
 - b. Standard Federal Equal Employment Opportunity Construction Contract Specifications
 - c. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
4. Required Contractor Documents
 - a. Sub-Contractor Information Sheet
 - b. Project Wage Rate Sheet
 - c. Equal Employment Opportunity Poster
 - d. Employee Rights Under the Davis-Bacon Act Poster
 - e. Certified Payroll
 - f. Payroll Deduction Authorization for "Other Deductions" on Certified Payroll
 - g. Waiver of Lien
 - h. Full Unconditional Waiver
 - i. Sworn Statement
5. Project Wage Decision

Federal Contract Provisions

Federal Contract Provisions

1. Contracts other than small purchases shall contain administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
2. All contracts in excess of \$10,000 shall contain suitable provision for termination for cause and for convenience by the grantee, including the manner by which it will be effected and the basis for settlement.
3. All contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
4. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
5. All construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (29 CFR, Part 5).
6. Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR, Part 5).
7. The contract shall include notice of requirements and regulations pertaining to reporting and patent rights respect to any discovery or invention which arises or is developed in the course of or under such contract, and of grantor agency requirements and regulations pertaining to copyrights and rights in data.
8. All negotiated contracts awarded by grantees shall include a provision to the effect the grantee, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

9. Grantees shall require contractors to maintain all required records for three years after grantees make final payments and all other pending matters are closed.
10. Contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use of non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grant agency and to the USEPA Assistance Administrator for Enforcement (EN-329).
11. Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Federal Labor Standards Provisions

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Equal Opportunity

EQUAL OPPORTUNITY CLAUSE
Executive Order 11246, as amended: 41 CFR Part 60-1.4(b)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS
(Executive Order 11246: 41 CFR Part 60.4.3)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has

employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR part 60-4 become effective.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
Executive Order 11246: 41CFR Part 60-2

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time- tables	Goals for minority participation for each trade	Goals for female participation in each trade
	8.5%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

Required Contractor Documents

SUB-CONTRACTOR INFORMATION SHEET

Project:	Phone:
General Contractor (Name of Company) & Federal Identification Number & Race of Owner and WBE Status of Owner(s):	Address:

Sub-Company Name/Federal Identification Number/Street Address/City/State/Zip	Contact Person	Phone	Work Done	Sub- Contract Amount	Paid (Y) (N)
				MBE/WBE?	Race
				MBE/WBE?	Race
				MBE/WBE?	Race
				MBE/WBE?	Race

Attach additional sheet(s) if necessary

WAGE REQUIREMENT DATA SHEET

(Please submit before starting work on job)

PROJECT NAME: _____ PROJECT NO: _____ PROJECT LOCATION: _____ _____ _____ COUNTY/STATE: _____	SUBCONTRACTOR'S NAME AND ADDRESS: _____ _____ _____ _____ PHONE NO: _____ IRS NO: _____
---	---

WAGE DECISION USED FOR THIS PROJECT: MI _____ MODIFICATION _____ DATE _____

CONTRACT DATA

WORK TO BE PERFORMED: _____
(Be Specific)

CONTRACT AMOUNT: \$ _____ AWARD DATE: _____ START DATE: _____

PRECONSTRUCTION STATEMENT

I/We have received a copy of the applicable wage rates for the above named project
Yes No

I/We have read and understand the information contained in the "Labor Standards: Instructions for Subcontractors" packet
Yes No

SUBCONTRACTOR'S CERTIFICATION STATEMENT

The name, title and address of the owner, partners or officers of the undersigned are:

<u>Name</u>	<u>Title</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PAYROLL AUTHORIZATION STATEMENT

The following person(s) is/are hereby authorized to complete and sign all payroll forms (WH-347) submitted for the above named project

_____ (Print name and title)	X	_____ (prove sample of signature)
_____ (Print name and title)	X	_____ (prove sample of signature)

THE WILLFUL FALSIFICATION OF THE ABOVE STATEMENTS MAY SUBJECT THE SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1010 OF TITLE 18 AND SECTION 231 OF THE UNITED STATES CODE.

Date: _____	_____ (Print name of subcontractor)
Check box if additional sheet is attached	By: X _____
	Its: _____

FRINGE BENEFITS STATEMENT

The following are the basic hourly rate and fringe benefits paid to our employees, and where the fringe benefits payments are made:

TRADE _____	Union Name/Local _____
Basic Hourly rate: _____	Fringe Benefits _____ \$
	(list) _____ \$
	_____ \$
	_____ \$
	_____ \$
	_____ \$
	_____ \$
TRADE _____	Union Name/Local _____
Basic Hourly rate: _____	Fringe Benefits _____ \$
	(list) _____ \$
	_____ \$
	_____ \$
	_____ \$
	_____ \$
	_____ \$
TRADE _____	Union Name/Local _____
Basic Hourly rate: _____	Fringe Benefits _____ \$
	(list) _____ \$
	_____ \$
	_____ \$
	_____ \$
	_____ \$
	_____ \$
TRADE _____	Union Name/Local _____
Basic Hourly rate: _____	Fringe Benefits _____ \$
	(list) _____ \$
	_____ \$
	_____ \$
	_____ \$
	_____ \$
	_____ \$

CERTIFICATION

The undersigned certifies compliance with all Labor Standards and Prevailing Wage requirements

Name: _____ Title: _____

Date: _____

Equal Employment Opportunity is **THE LAW**

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

**PREVAILING
WAGES**

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor’s Wage and Hour Division.



For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

DERECHOS DEL EMPLEADO

BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIOS PREVALECIENTES	No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.
SOBRETIEMPO	Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.
CUMPLIMIENTO	Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.
APRENDICES	Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.
PAGO APROPIADO	Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV



U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 04/30/2021

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐		ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
														FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
				HOURS WORKED EACH DAY																
			O																	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

**WAGE DEDUCTION AUTHORIZATION FOR
FEDERAL ASSISTED PROJECTS
DEDUCTION APPROVAL/"OTHER" DEDUCTION FORM**

This form must accompany the first certified payroll on which deduction appears. Submit form only once unless revisions are necessary.

Project Name: _____ **Project Number:** _____

Subcontractor Name: _____

Title 29, Part 3 of the Code of Federal Regulations provides for "anti-kickback" regulations as governed by the Copeland Act. The contractor shall comply with the requirements incorporated by reference in the project contract.

Payments for the benefit of employees, their families and dependents are permitted on federally assisted projects as long as the deduction is a) Not otherwise prohibited by law; b) Voluntarily consented to by the employee, in writing, and in advance of the period in which the work is to be done; and c) Such consent is not a condition either for the obtaining of, or the continuation of employment.

EMPLOYEE CONSENT TO WAGE DEDUCTION

I, _____, authorize the deduction(s) listed below from my wages:
(print name)

Purpose of Deduction	Amount	Frequency (Hr/Wk/Mo)	Time Frame (From-To)
<u>Insurance Payments</u>	\$ _____	_____	_____
<u>401K/Retirement Payments</u>	\$ _____	_____	_____
<u>Friend of the Court/Child Sup</u>	\$ _____	_____	_____
<u>Union Dues</u>	\$ _____	_____	_____
<u>Cell Phone Payments</u>	\$ _____	_____	_____
<u>Vehicle/Mileage</u>	\$ _____	_____	_____
<u>Pay Advances</u>	\$ _____	_____	_____
<u>Tools/Equipment</u>	\$ _____	_____	_____
<u>Loans</u>	\$ _____	_____	_____
<u>Other:</u>	\$ _____	_____	_____
<u>Other:</u>	\$ _____	_____	_____
<u>Other:</u>	\$ _____	_____	_____

_____ Employee Signature	_____ Last 4 digits of Social Security #	_____ Date
-----------------------------	---	---------------

_____ Subcontractor Signature	_____ Print Name/Title	_____ Date
----------------------------------	---------------------------	---------------

Waiver of Lien

My/our contract with:_____ to
provide _____for the improvement
to:_____

(Check One)

☐ Partial Conditional

I hereby waive my/our construction lien to the amount \$_____ for
labor/materials provided. This waiver, together with all previous waivers, if any, does not cover
amounts due to me/us for the contract improvement provided.

This waiver is conditioned on actual payment of \$_____.

☐ Partial Unconditional

Having been fully paid and satisfied, hereby waive my/our construction lien to the
amount of \$_____ for the labor/materials provided through _____. This
waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us
for contract improvement provided through the date shown above.

☐ Full Conditional

Having been fully paid and satisfied, all my/our construction lien rights against such
property are hereby waived and released.

This waiver is conditioned on the actual payment of \$_____.

☐ Full Unconditional

Having been fully paid and satisfied, all my/our construction lien rights against such
property are hereby waived and released.

Date:_____

Signature:_____

Company:_____

Address:_____

Phone:_____

DO NOT SIGN BLANK FORM

This document can be completed on-line. Place the cursor in the first field, make your entry, and tab to the next field. When you are finished, press the print button to print your completed form. This form CANNOT BE submitted electronically. If you need to clear the form for any reason, click the Clear button.

Print

Clear

FULL UNCONDITIONAL WAIVER

My/our contract with _____ to provide
_____ for the improvement of the property described as

_____ having been
fully paid and satisfied, all my/our construction lien rights against such property
are hereby waived and released.

(Printed Name of Lien Claimant)

(Signature of lien claimant)

Signed on: _____

Address: _____

Telephone: _____

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

SWORN STATEMENT

State of Michigan

} §

County of Washtenaw

_____, being duly sworn, states the following:

is the (contractor)(subcontractor) for an improvement to the following real property in Washtenaw

County, Michigan, described as follows: _____

The following is a statement of each subcontractor, supplier and laborer, for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the **(contractor)(subcontractor)** has (contracted)(subcontracted) for performance under the contract with the owner or lessee, and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

Name, Address & Phone Number of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to Complete (optional)	Amount of Laborer Wages Due but Unpaid	Amount of Fringe Benefits and Withholdings Due But Unpaid
Totals							

(Some columns may not be applicable to all persons listed)

The contractor has not procured material from, or subcontracted with, any person other than those set forth and owes no money for the improvement other than the sums set forth.*

I make this statement as the (contractor)(subcontractor) or as of the (contractor)(sub-contractor) to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under Section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1 109.

WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, OR BY TELEPHONE, OR PERSONALLY. TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER WHO HAS PROVIDED LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.

Dependent Printed Name

Dependent Signature

WARNING TO DEPENDENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.

Subscribed and sworn to before me this

_____ day of _____, _____

Notary Public, _____ County, Michigan

My Commission Expires:

*Materials furnished by a contractor or a subcontractor out of his or her own inventory, and which has not been purchased specifically for the purpose of performing the contract, need not be listed.

Project Wage Decision

"General Decision Number: MI20210001 07/30/2021

Superseded General Decision Number: MI20200001

State: Michigan

Construction Types: Highway (Highway, Airport & Bridge xxxxx
and Sewer/Incid. to Hwy.)

Counties: Michigan Statewide.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	03/12/2021
2	05/07/2021
3	06/04/2021
4	06/18/2021
5	07/02/2021
6	07/09/2021
7	07/16/2021
8	07/30/2021

CARP0004-004 06/01/2019

REMAINDER OF STATE

	Rates	Fringes
CARPENTER (Piledriver).....	\$ 27.62	20.59

CARP0004-005 06/01/2018		

LIVINGSTON (Townships of Brighton, Deerfield, Genoa, Hartland, Oceola & Tyrone), MACOMB, MONROE, OAKLAND, SANILAC, ST. CLAIR AND WAYNE COUNTIES

8/13/2021

SAM.gov

	Rates	Fringes
CARPENTER (Piledriver).....	\$ 30.50	27.28

 * ELEC0017-005 06/01/2021

STATEWIDE

	Rates	Fringes
Line Construction		
Groundman/Driver.....	\$ 29.11	7.20+32%
Journeyman Signal Tech, Communications Tech, Tower Tech & Fiber Optic Splicers.	\$ 42.55	7.20+32%
Journeyman Specialist.....	\$ 48.93	7.20+32%
Operator A.....	\$ 35.96	7.20+32%
Operator B.....	\$ 33.57	7.20+32%

Classifications

Journeyman Specialist: Refers to a crew of only one person working alone.

Operator A: Shall be proficient in operating all power equipment including: Backhoe,
Excavator, Directional Bore and Boom/Digger truck.

Operator B: Shall be proficient in operating any 2 of the above mentioned pieces of equipment listed under Operator A.

 ENGI0324-003 06/01/2021

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
GROUP 1.....	\$ 48.02	24.85
GROUP 2.....	\$ 49.02	24.85
GROUP 3.....	\$ 46.52	24.85
GROUP 4.....	\$ 47.52	24.85
GROUP 5.....	\$ 45.02	24.85
GROUP 6.....	\$ 46.02	24.85
GROUP 7.....	\$ 44.75	24.85
GROUP 8.....	\$ 45.75	24.85
GROUP 9.....	\$ 44.30	24.85
GROUP 10.....	\$ 45.30	24.85
GROUP 11.....	\$ 43.57	24.85
GROUP 12.....	\$ 44.57	24.85
GROUP 13.....	\$ 43.21	24.85
GROUP 14.....	\$ 44.21	24.85
GROUP 15.....	\$ 42.57	24.85
GROUP 16.....	\$ 39.37	24.85
GROUP 17.....	\$ 24.89	12.00
GROUP 18.....	\$ 28.38	12.00

FOOTNOTE:

<https://sam.gov/wage-determination/MI20210001/8>

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Paid Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Engineer when operating combination of boom and jib 400' or longer

GROUP 2: Engineer when operating combination of boom and jib 400' or longer on a crane that requires an oiler

GROUP 3: Engineer when operating combination of boom and jib 300' or longer

GROUP 4: Engineer when operating combination of boom and jib 300' or longer on a crane that requires an oiler

GROUP 5: Engineer when operating combination of boom and jib 220' or longer

GROUP 6: Engineer when operating combination of boom and jib 220' or longer on a crane that requires an oiler

GROUP 7: Engineer when operating combination of boom and jib 140' or longer

GROUP 8: Engineer when operating combination of boom and jib 140' or longer on a crane that requires an oiler

GROUP 9: Tower crane & derrick operator (where operator's work station is 50 ft. or more above first sub-level)

GROUP 10: Tower crane & derrick operator (where operator's work station is 50 ft. or more above first sub-level) on a crane that requires an oiler

GROUP 11: Engineer when operating combination of boom and jib 120' or longer

GROUP 12: Engineer when operating combination of boom and jib 120' or longer on a crane that requires an oiler

GROUP 13: Crane operator; job mechanic and 3 drum hoist and excavator

GROUP 14: Crane operator on a crane that requires an oiler

GROUP 15: Hoisting operator; 2 drum hoist and rubber tired backhoe

GROUP 16: Forklift and 1 drum hoist

GROUP 17: Compressor or welder operator

GROUP 18: Oiler

ENGI0324-004 06/01/2020

AREA 1: ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, EATON, HILLSDALE, IONIA, KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH, VAN BUREN

AREA 2: ANTRIM, BENZIE, CHARLEVOIX, EMMET, GRAND TRAVERSE,
KALKASKA, LEELANAU, MISSAUKEE AND WEXFORD COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
AREA 1		
GROUP 1.....	\$ 47.02	24.85
GROUP 2.....	\$ 43.75	24.85
GROUP 3.....	\$ 42.21	24.85
GROUP 4.....	\$ 38.62	24.85
GROUP 5.....	\$ 24.14	12.00
GROUP 6.....	\$ 27.63	12.00
AREA 2		
GROUP 1.....	\$ 47.02	24.85
GROUP 2.....	\$ 43.75	24.85
GROUP 3.....	\$ 42.21	24.85
GROUP 4.....	\$ 38.62	24.85
GROUP 5.....	\$ 24.14	12.00
GROUP 6.....	\$ 27.63	12.00

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 additional to the group 1 rate. Crane operator with main boom and jib 400' or longer: \$3.00 additional to the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Crane Operator with main boom & jib 400', 300', or 220' or longer.

GROUP 2: Crane Operator with main boom & jib 140' or longer, Tower Crane; Gantry Crane; Whirley Derrick.

GROUP 3: Regular Equipment Operator, Crane, Dozer, Loader, Hoist, Straddle Wagon, Mechanic, Grader and Hydro Excavator.

GROUP 4: Air Tugger (single drum), Material Hoist Pump 6" or over, Elevators, Brokk Concrete Breaker.

GROUP 5: Air Compressor, Welder, Generators, Conveyors

GROUP 6: Oiler and fire tender

ENGI0324-005 09/01/2020

AREA 1: GENESEE, LAPEER, LIVINGSTON, MACOMB, MONROE, OAKLAND,
ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALCONA, ALLEGAN, ALGER, ALPENA, ANTRIM, ARENAC, BARAGA,
BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS,
CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD,
DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND
TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,
IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,
KWEENAW, LAKE, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE,
MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE,
MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW,

ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE,
ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST.
JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment (Underground construction (including sewer))		
AREA 1:		
GROUP 1.....	\$ 35.88	24.85
GROUP 2.....	\$ 31.15	24.85
GROUP 3.....	\$ 30.42	24.85
GROUP 4.....	\$ 29.85	24.85
GROUP 5.....	\$ 21.40	12.05
AREA 2:		
GROUP 1.....	\$ 34.17	24.85
GROUP 2.....	\$ 29.28	24.85
GROUP 3.....	\$ 28.78	24.85
GROUP 4.....	\$ 28.50	24.85
GROUP 5.....	\$ 21.40	12.05

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well drilling rig; Concrete pump with boom operator; Hydro Excavator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more - 6-in. discharge or larger - gas or diesel- powered or powered by generator of 300 amperes or more - inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller); Vac Truck and End dump operator;

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non- powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-1/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more-4-in. up to 6-in. discharge-gas or diesel powered - excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp. or larger - gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Hydraulic pipe pushing machine; Mulching equipment; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, gas or diesel powered - excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over); Sweeper (Wayne type); Water wagon and Extend-a boom forklift

Group 5: Fire Person, Oiler

 * ENGI0324-006 06/01/2021

GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW, WAYNE, ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
Power equipment operators: (AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION)		
GROUP 1.....	\$ 36.86	24.85
GROUP 2.....	\$ 30.13	24.85
GROUP 3.....	\$ 29.52	24.85
GROUP 4.....	\$ 29.40	24.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt plant operator; Crane operator (does not include work on bridge construction projects when the crane operator is erecting structural components); Dragline operator; Shovel operator; Locomotive operator; Paver operator (5 bags or more); Elevating grader operator; Pile driving operator; Roller operator (asphalt); Blade grader operator; Trenching machine operator (ladder or wheel type); Auto-grader; Slip form paver; Self-propelled or tractor-drawn scraper; Conveyor loader operator (Euclid type); Endloader operator (1 yd. capacity and over); Bulldozer; Hoisting engineer; Tractor operator; Finishing machine operator (asphalt); Mechanic; Pump operator (6-in. discharge or over, gas, diesel powered or generator of 300 amp. or larger); Shouldering or gravel distributing machine operator (self-propelled); Backhoe (with over 3/8 yd. bucket); Side boom tractor (type D-4 or equivalent or larger); Tube finisher (slip form paving); Gradall (and similar type machine); Asphalt paver (self-propelled); Asphalt planer (self-propelled); Batch plant (concrete-central mix); Slurry machine (asphalt); Concrete pump (3 in. and over); Roto-mill; Swinging boom truck (over 12 ton capacity); Hydro demolisher (water blaster); Farm-type tractor with attached pan; Vacuum truck operator; Batch Plant (concrete dry batch); Concrete Saw Operator (40h.p. or over); Tractor Operator (farm type); Finishing Machine Operator (concrete); Grader Operator (self-propelled fine grade or form (concrete)).

GROUP 2: Screening plant operator; Washing plant operator; Crusher operator; Backhoe (with 3/8 yd. bucket or less); Side boom tractor (smaller than D-4 type or equivalent); Sweeper (Wayne type and similar equipment); Grease Truck;

Air Compressor Operator (600 cu.ft. per min or more); Air Compressor Operator (two or more, less than 600 cfm);

GROUP 3: Boiler fire tender; Tractor operator (farm type with attachment); Concrete Breaker; Wagon Drill Operator;

GROUP 4: Oiler; Fire tender; Trencher (service); Flexplane operator; Cleftplane operator; Boom or winch hoist truck operator; Endloader operator *under 1 yd. capacity); Roller Operator (other than asphalt); Curing equipment operator (self-propelled); Power bin operator; Plant drier (6 ft. wide or over); Guard post driver operator (power driven); All mulching equipment; Stump remover; Concrete pump (under 3-in.); Mesh installer (self-propelled); End dump; Skid Steer.

 ENGI0324-007 05/01/2020

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment (Steel Erection)		
Compressor, welder and forklift.....	\$ 33.90	24.60
Crane operator, main boom & jib 120' or longer.....	\$ 40.37	24.60
Crane operator, main boom & jib 140' or longer.....	\$ 40.67	24.60
Crane operator, main boom & jib 220' or longer.....	\$ 41.26	24.60
Mechanic with truck and tools.....	\$ 39.50	24.60
Oiler and fireman.....	\$ 32.36	24.60
Regular operator.....	\$ 37.72	24.60

 ENGI0324-008 10/01/2020

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE, MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment (Sewer Relining)		
GROUP 1.....	\$ 34.62	13.92
GROUP 2.....	\$ 32.83	13.92

SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system, including remote in-ground cutter and other equipment used in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation systems, water jetters and vacuum and mechanical debris removal systems

ENGI0325-012 05/01/2021

	Rates	Fringes
Power equipment operators - gas distribution and duct installation work:		
GROUP 1.....	\$ 33.48	24.85
GROUP 2.....	\$ 31.45	24.85
GROUP 3.....	\$ 30.35	24.85

SCOPE OF WORK: The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as ""distribution work,"" starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and including duct installation.

Group 1: Backhoe, crane, grader, mechanic, dozer (D-6 equivalent or larger), side boom (D-4 equivalent or larger), trencher(except service), endloader (2 yd. capacity or greater).

GROUP 2: Dozer (less than D-6 equivalent), endloader (under 2 yd. capacity), side boom (under D-4 capacity), backfiller, pumps (1 or 2 of 6-inch discharge or greater), boom truck (with powered boom), tractor (wheel type other than backhoe or front endloader). Tamper (self-propelled), boom truck (with non-powered boom), concrete saw (20 hp or larger), pumps (2 to 4 under 6-inch discharge), compressor (2 or more or when one is used continuously into the second day) and trencher(service).

GROUP 3: Oiler, hydraulic pipe pushing machine, grease person and hydrostatic testing operator.

IRON0008-007 06/01/2021

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector.....	\$ 23.70	6.95
IRONWORKER		
General contracts		
\$10,000,000 or greater.....	\$ 36.45	27.65

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General contracts less
than \$10,000,000.....\$ 36.45 27.65

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0025-002 06/01/2019

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LIVINGSTON, MACOMB, MIDLAND, MONTMORENCY, OAKLAND, OGEAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector		
Alcona, Alpena, Arenac, Cheboygan, Clare, Clinton, Crawford, Gladwin, Gratiot, Huron, Ingham, Iosco, Isabella, Jackson, Lapeer, Livingston (west of Burkhardt Road), Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, Sanilac, Shiawassee, Tuscola & Washtenaw (west of U.S. 23).	\$ 24.26	22.11
Bay, Genesee, Lapeer, Livingston (east of Burkhardt Road), Macomb, Midland, Oakland, Saginaw, St. Clair, The University of Michigan, Washtenaw (east of U.S. 23) & Wayne...	\$ 25.48	23.11
IRONWORKER		
Ornamental and Structural...	\$ 36.77	29.03
Reinforcing.....	\$ 30.98	27.99

IRON0055-005 07/01/2020

LENAWEE AND MONROE COUNTIES:

	Rates	Fringes
IRONWORKER		
Pre-engineered metal buildings.....	\$ 23.59	19.35
All other work.....	\$ 31.00	25.60

IRON0292-003 06/01/2020

BERRIEN AND CASS COUNTIES:

	Rates	Fringes
IRONWORKER (Including pre-engineered metal building erector).....	\$ 31.75	22.84

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IRON0340-001 06/19/2017

ALLEGAN, ANTRIM, BARRY, BENZIE, BRANCH, CALHOUN, CHARLEVOIX,
EATON, EMMET, GRAND TRAVERSE, HILLSDALE, IONIA, KALAMAZOO,
KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA,
MISSAUKEE, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA,
OTTAWA, ST. JOSEPH, VAN BUREN AND WEXFORD COUNTIES:

	Rates	Fringes
IRONWORKER (Including pre-engineered metal building erector).....	\$ 24.43	24.67

LAB0005-006 10/01/2020

	Rates	Fringes
Laborers - hazardous waste abatement: (ALCONA, ALPENA, ANTRIM, BENZIE, CHARLEVOIX, CHEBOYGAN, CRAWFORD, EMMET, GRAND TRAVERSE, IOSCO, KALKASKA, LEELANAU, MISSAUKEE, MONTMORENCY, OSCODA, OTSEGO, PRESQUE ISLE AND WEXFORD COUNTIES - Zone 10)		
Levels A, B or C.....	\$ 17.45	12.75
class b.....	\$ 18.64	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....	\$ 16.45	12.75
class a.....	\$ 17.64	12.90
Zone 10		
Laborers - hazardous waste abatement: (ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEbic, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES - Zone 11)		
Levels A, B or C.....	\$ 23.58	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....	\$ 22.58	12.90
Laborers - hazardous waste abatement: (ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, IONIA COUNTY (except the city of Portland); KALAMAZOO, KENT, LAKE, MANISTEE, MASON, MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA, ST. JOSEPH AND VAN BUREN COUNTIES - Zone 9)		

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Levels A, B or C.....\$ 21.80	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 20.80	12.90
Laborers - hazardous waste abatement: (ARENAC, BAY, CLARE, GLADWIN, GRATIOT, HURON, ISABELLA, MIDLAND, OGEMAW, ROSCOMMON, SAGINAW AND TUSCOLA COUNTIES - Zone 8)	
Levels A, B or C.....\$ 21.39	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 20.80	12.90
Laborers - hazardous waste abatement: (CLINTON, EATON AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); LIVINGSTON COUNTY (west of Oak Grove Rd., including the City of Howell) - Zone 6)	
Levels A, B or C.....\$ 25.64	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 24.64	12.90
Laborers - hazardous waste abatement: (GENESEE, LAPEER AND SHIAWASSEE COUNTIES - Zone 7)	
Levels A, B or C.....\$ 24.20	13.80
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 23.20	13.80
Laborers - hazardous waste abatement: (HILLSDALE, JACKSON AND LENAWEE COUNTIES - Zone 4)	
Levels A, B or C.....\$ 25.17	12.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;	
Also, Level D.....\$ 24.17	12.90
Laborers - hazardous waste abatement: (LIVINGSTON COUNTY (east of Oak Grove Rd. and south of M-59, excluding the city of Howell); AND WASHTENAW COUNTY - Zone 3)	
Levels A, B or C.....\$ 29.93	14.20
Work performed in conjunction with site	

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preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 28.93	14.20
Laborers - hazardous waste abatement: (MACOMB AND WAYNE COUNTIES - Zone 1) Levels A, B or C.....\$ 29.93	16.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 28.93	16.90
Laborers - hazardous waste abatement: (MONROE COUNTY - Zone 4) Levels A, B or C.....\$ 31.75	14.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 31.75	14.90
Laborers - hazardous waste abatement: (OAKLAND COUNTY and the Northeast portion of LIVINGSTON COUNTY bordered by Oak Grove Road on the West and M-59 on the South - Zone 2) Level A, B, C.....\$ 29.93	16.90
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 28.93	16.90
Laborers - hazardous waste abatement: (SANILAC AND ST. CLAIR COUNTIES - Zone 5) Levels A, B or C.....\$ 25.75	16.35
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....\$ 24.75	16.35

LAB00259-001 09/01/2018

AREA 1: MACOMB, OAKLAND AND WAYNE COUNTIES
 AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA,
 BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,
 CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,
 DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND
 TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,
 IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,
 KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE,
 MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE,
 MIDLAND, MISSAUKEE, MONROE, MONTCALM, MONTMORENCY, MUSKEGON,
 NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO,
 OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST.
 JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN,
 WASHTENAW AND WEXFORD COUNTIES

<https://sam.gov/wage-determination/MI20210001/8>

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	Rates	Fringes
Laborers - tunnel, shaft and caisson:		
AREA 1		
GROUP 1.....	\$ 22.57	16.80
GROUP 2.....	\$ 22.68	16.80
GROUP 3.....	\$ 22.74	16.80
GROUP 4.....	\$ 22.92	16.80
GROUP 5.....	\$ 23.17	16.80
GROUP 6.....	\$ 23.50	16.80
GROUP 7.....	\$ 16.78	16.80
AREA 2		
GROUP 1.....	\$ 24.10	12.85
GROUP 2.....	\$ 24.19	12.85
GROUP 3.....	\$ 24.29	12.85
GROUP 4.....	\$ 24.45	12.85
GROUP 5.....	\$ 24.71	12.85
GROUP 6.....	\$ 25.02	12.85
GROUP 7.....	\$ 17.29	12.85

SCOPE OF WORK: Tunnel, shaft and caisson work of every type and description and all operations incidental thereto, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquafers, reservoirs, missile silos and steel sheeting for underground construction.

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog house tender, testing (on gas) and watchman

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar machine and material mixer

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LAB00334-001 09/01/2018

	Rates	Fringes
Laborers - open cut:		
ZONE 1 - MACOMB, OAKLAND AND WAYNE COUNTIES:		
GROUP 1.....	\$ 22.42	16.80
GROUP 2.....	\$ 22.53	16.80
GROUP 3.....	\$ 22.58	16.80
GROUP 4.....	\$ 22.66	16.80
GROUP 5.....	\$ 22.72	16.80
GROUP 6.....	\$ 20.17	16.80
GROUP 7.....	\$ 16.79	16.80
ZONE 2 - LIVINGSTON COUNTY (east of M-151 (Oak Grove Rd.)); MONROE AND WASHTENAW COUNTIES:		
GROUP 1.....	\$ 23.75	12.85
GROUP 2.....	\$ 23.86	12.85
GROUP 3.....	\$ 23.98	12.85
GROUP 4.....	\$ 24.05	12.85
GROUP 5.....	\$ 24.20	12.85
GROUP 6.....	\$ 21.50	12.85
GROUP 7.....	\$ 18.14	12.85
ZONE 3 - CLINTON, EATON, GENESEE, HILLSDALE AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); JACKSON, LAPEER AND LENAWEE COUNTIES; LIVINGSTON COUNTY (west of M-151 Oak Grove Rd.); SANILAC, ST. CLAIR AND SHIAWASSEE COUNTIES:		
GROUP 1.....	\$ 21.94	12.85
GROUP 2.....	\$ 22.08	12.85
GROUP 3.....	\$ 22.20	12.85
GROUP 4.....	\$ 22.25	12.85
GROUP 5.....	\$ 22.39	12.85
GROUP 6.....	\$ 19.69	12.85
GROUP 7.....	\$ 16.84	12.85
ZONE 4 - ALCONA, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT AND HURON COUNTIES; IONIA COUNTY (EXCEPT THE CITY OF PORTLAND); IOSCO, ISABELLA, KALAMAZOO, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. JOSEPH, TUSCOLA, VAN BUREN		

AND WEXFORD COUNTIES:

GROUP 1.....	\$ 20.97	12.85
GROUP 2.....	\$ 21.10	12.85
GROUP 3.....	\$ 21.21	12.85
GROUP 4.....	\$ 21.28	12.85
GROUP 5.....	\$ 21.40	12.85
GROUP 6.....	\$ 18.62	12.85
GROUP 7.....	\$ 16.96	12.85

ZONE 5 - ALGER, BARAGA,
CHIPPEWA, DELTA,
DICKINSON, GOGEBIC,
HOUGHTON, IRON,
KEWEENAW, LUCE, MACKINAC,
MARQUETTE, MENOMINEE,
ONTONAGON AND SCHOOLCRAFT
COUNTIES:

GROUP 1.....	\$ 21.19	12.85
GROUP 2.....	\$ 21.33	12.85
GROUP 3.....	\$ 21.46	12.85
GROUP 4.....	\$ 21.51	12.85
GROUP 5.....	\$ 21.56	12.85
GROUP 6.....	\$ 18.94	12.85
GROUP 7.....	\$ 17.05	12.85

SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation. For all areas except the Upper Peninsula, open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental work. Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

OPEN CUT LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, headwall, seawall, breakwall and dock builder

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodder, reinforced steel or mesh person (e.g., wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person

GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting man, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation and repair of water service pipe and appurtenances

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LAB00465-001 06/01/2020

LABORER: Highway, Bridge and Airport Construction

AREA 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALLEGAN, BARRY, BAY, BERRIEN, BRANCH, CALHOUN, CASS, CLINTON, EATON, GRATIOT, HILLSDALE, HURON, INGHAM, JACKSON, KALAMAZOO, LAPEER, LENAWEE, LIVINGSTON, MIDLAND, MUSKEGON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA AND VAN BUREN COUNTIES

AREA 3: ALCONA, ALPENA, ANTRIM, ARENAC, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, IONIA, IOSCO, ISABELLA, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MONTMORENCY, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON AND WEXFORD COUNTIES

AREA 4: ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES

	Rates	Fringes
LABORER (AREA 1)		
GROUP 1.....	\$ 26.22	12.90
GROUP 2.....	\$ 26.43	12.90
GROUP 3.....	\$ 26.72	12.90
GROUP 4.....	\$ 27.16	12.90
GROUP 5.....	\$ 26.78	12.90
GROUP 6.....	\$ 27.21	12.90
LABORER (AREA 2)		
GROUP 1.....	\$ 26.92	12.90
GROUP 2.....	\$ 27.12	12.90
GROUP 3.....	\$ 27.36	12.90
GROUP 4.....	\$ 27.71	12.90
GROUP 5.....	\$ 27.58	12.90
GROUP 6.....	\$ 27.92	12.90
LABORER (AREA 3)		
GROUP 1.....	\$ 26.22	12.90
GROUP 2.....	\$ 26.43	12.90
GROUP 3.....	\$ 26.72	12.90
GROUP 4.....	\$ 27.16	12.90
GROUP 5.....	\$ 26.78	12.90

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GROUP 6.....	\$ 27.21	12.90
LABORER (AREA 4)		
GROUP 1.....	\$ 26.22	12.90
GROUP 2.....	\$ 26.43	12.90
GROUP 3.....	\$ 26.72	12.90
GROUP 4.....	\$ 27.16	12.90
GROUP 5.....	\$ 26.78	12.90
GROUP 6.....	\$ 27.21	12.90

LABORER CLASSIFICATIONS

GROUP 1: Asphalt shoveler or loader; asphalt plant misc.; burlap person; yard person; dumper (wagon, truck, etc.); joint filling laborer; miscellaneous laborer; unskilled laborer; sprinkler laborer; form setting laborer; form stripper; pavement reinforcing; handling and placing (e.g., wire mesh, steel mats, dowel bars); mason's tender or bricklayer's tender on manholes; manhole builder; headwalls, etc.; waterproofing, (other than buildings) seal coating and slurry mix, shoring, underpinning; pressure grouting; bridge pin and hanger removal; material recycling laborer; horizontal paver laborer (brick, concrete, clay, stone and asphalt); ground stabilization and modification laborer; grouting; waterblasting; top person; railroad track and trestle laborer; carpenters' tender; guard rail builders' tender; earth retention barrier and wall and M.S.E. wall installer's tender; highway and median installer's tender (including sound, retaining, and crash barriers); fence erector's tender; asphalt raker tender; sign installer; remote control operated equipment.

GROUP 2: Mixer operator (less than 5 sacks); air or electric tool operator (jackhammer, etc.); spreader; boxperson (asphalt, stone, gravel); concrete paddler; power chain saw operator; paving batch truck dumper; tunnel mucker (highway work only); concrete saw (under 40 h.p.) and dry pack machine; roto-mill grounds person.

GROUP 3: Tunnel miner (highway work only); finishers tenders; guard rail builders; highway and median barrier installer; earth retention barrier and wall and M.S.E. wall installer's (including sound, retaining and crash barriers); fence erector; bottom person; powder person; wagon drill and air track operator; diamond and core drills; grade checker; certified welders; curb and side rail setter's tender.

GROUP 4: Asphalt raker

GROUP 5: Pipe layers, oxy-gun

GROUP 6: Line-form setter for curb or pavement; asphalt screed checker/screw man on asphalt paving machines.

LAB01076-005 04/01/2021

MICHIGAN STATEWIDE

	Rates	Fringes
LABORER (DISTRIBUTION WORK)		
Zone 1.....	\$ 23.92	12.95
Zone 2.....	\$ 22.22	12.95
Zone 3.....	\$ 20.35	12.95

<https://sam.gov/wage-determination/MI20210001/8>

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Zone 4.....	\$ 19.77	12.95
Zone 5.....	\$ 19.75	12.95

DISTRIBUTION WORK - The construction, installation, treating and reconditioning of distribution pipelines transporting coal, oil, gas or other similar materials, vapors or liquids, including pipelines within private property boundaries, up to and including the meter settings on residential, commercial, industrial, institutional, private and public structures. All work covering pumping stations and tank farms not covered by the Building Trades Agreement. Other distribution lines with the exception of sewer, water and cable television are included.

Underground Duct Layer Pay: \$.40 per hour above the base pay rate.

Zone 1 - Macomb, Oakland and Wayne

Zone 2 - Monroe and Washtenaw

Zone 3 - Bay, Genesee, Lapeer, Midland, Saginaw, Sanilac, Shiawassee and St. Clair

Zone 4 - Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft

Zone 5 - Remaining Counties in Michigan

PAIN0022-002 07/01/2008

HILLSDALE, JACKSON AND LENAWEE COUNTIES; LIVINGSTON COUNTY (east of the eastern city limits of Howell, not including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 25.06	14.75

FOOTNOTES: For all spray work and journeyman rigging for spray work, also blowing off, \$0.80 per hour additional (applies only to workers doing rigging for spray work on off the floor work. Does not include setting up or moving rigging on floor surfaces, nor does it apply to workers engaged in covering up or tending spray equipment. For all sandblasting and spray work performed on highway bridges, overpasses, tanks or steel, \$0.80 per hour additional. For all brushing, cleaning and other preparatory work (other than spraying or steeplejack work) at scaffold heights of fifty (50) feet from the ground or higher, \$0.50 per hour additional. For all preparatorial work and painting performed on open steel under forty (40) feet when no scaffolding is involved, \$0.50 per hour additional. For all swing stage work-window jacks and window belts-exterior and interior, \$0.50 per hour additional. For all spray work and sandblaster work to a scaffold height of forty (40) feet above the floor level, \$0.80 per hour additional. For all preparatorial work and painting on all highway bridges or overpasses up to forty (40) feet in height, \$0.50 per hour additional. For all steeplejack work performed where the elevation is forty (40) feet or more, \$1.25 per hour additional.

PAIN0312-001 06/01/2018

EXCLUDES: ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); INCLUDES: Barry, Berrien, Branch, Calhoun, Cass, Hillsdale, Kalamazoo, St. Joseph, Van Buren

	Rates	Fringes
PAINTER		
Brush and roller.....	\$ 23.74	13.35
Spray, Sandblast, Sign		
Painting.....	\$ 24.94	13.35

PAIN0845-003 05/10/2018

CLINTON COUNTY; EATON COUNTY (does not include the townships of Bellevue and Olivet); INGHAM COUNTY; IONIA COUNTY (east of Hwy. M 66); LIVINGSTON COUNTY (west of the eastern city limits of Howell, including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); AND SHIAWASSEE COUNTY (Townships of Bennington, Laingsbury and Perry):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

PAIN0845-015 05/10/2018

MUSKEGON COUNTY; NEWAYGO COUNTY (except the Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OCEANA COUNTY; OTTAWA COUNTY (except the townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

PAIN0845-018 05/10/2018

ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); IONIA COUNTY (west of Hwy. M-66); KENT, MECOSTA AND MONTCALM COUNTIES; NEWAYGO COUNTY (Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OSCEOLA COUNTY (south of Hwy. #10); OTTAWA COUNTY (Townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

FOOTNOTES: Lead abatement work: \$1.00 per hour additional.

PAIN1011-003 06/02/2019

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 25.76	13.33

FOOTNOTES: High pay (bridges, overpasses, watertower): 30 to 80 ft.: \$.65 per hour additional. 80 ft. and over: \$1.30 per hour additional.

PAIN1474-002 06/01/2010

HURON COUNTY; LAPEER COUNTY (east of Hwy. M-53); ST. CLAIR, SANILAC AND TUSCOLA COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 23.79	12.02

FOOTNOTES: Lead abatement work: \$1.00 per hour additional. Work with any hazardous material: \$1.00 per hour additional. Sandblasting, steam cleaning and acid cleaning: \$1.00 per hour additional. Ladder work at or above 40 ft., scaffold work at or above 40 ft., swing stage, boatswain chair, window jacks and all work performed over a falling height of 40 ft.: \$1.00 per hour additional. Spray gun work, pick pullers and those handling needles, blowing off by air pressure, and any person rigging (setting up and moving off the ground): \$1.00 per hour additional. Steeplejack, tanks, gas holders, stacks, flag poles, radio towers and beacons, power line towers, bridges, etc.: \$1.00 per hour additional, paid from the ground up.

PAIN1803-003 06/01/2019

ALCONA, ALPENA, ANTRIM, ARENAC, BAY, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT, IOSCO, ISABELLA, KALKASKA, LAKE, LEELANAU, MANISTEE, MASON, MIDLAND, MISSAUKEE, MONTMORENCY AND OGEMAW COUNTIES; OSCEOLA COUNTY (north of Hwy. #10); OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW AND WEXFORD COUNTIES:

	Rates	Fringes
PAINTER Work performed on water, bridges over water or moving traffic, radio and powerline towers, elevated tanks, steeples, smoke stacks over 40 ft. of falling heights, recovery of lead-based paints and any work associated with industrial plants, except maintenance of industrial		

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plants.....	\$ 25.39	14.68
All other work, including maintenance of industrial plant.....	\$ 25.39	14.68

FOOTNOTES: Spray painting, sandblasting, blowdown associated with spraying and blasting, water blasting and work involving a swing stage, boatswain chair or spider: \$1.00 per hour additional. All work performed inside tanks, vessels, tank trailers, railroad cars, sewers, smoke stacks, boilers or other spaces having limited egress not including buildings, opentop tanks, pits, etc.: \$1.25 per hour additional.

PLAS0514-001 06/01/2018

ZONE 1: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, SAGINAW, WASHTENAW AND WAYNE COUNTIES

ZONE 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 31.47	13.81
ZONE 2.....	\$ 29.97	13.81

PLUM0190-003 05/01/2015

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE, MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

	Rates	Fringes
Plumber/Pipefitter - gas distribution pipeline:		
Welding in conjunction with gas distribution pipeline work.....	\$ 33.03	20.19
All other work:.....	\$ 24.19	12.28

<https://sam.gov/wage-determination/MI20210001/8>

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 TEAM0007-004 06/01/2020

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
AREA 1		
Euclids, double bottoms and lowboys.....	\$ 28.05	.50 + a+b
Trucks under 8 cu. yds.....	\$ 27.80	.50 + a+b
Trucks, 8 cu. yds. and over.....	\$ 27.90	.50 + a+b
AREA 2		
Euclids, double bottomms and lowboys.....	\$ 24.895	.50 + a+b
Euclids, double bottoms and lowboys.....	\$ 28.15	.50 + a+b
Trucks under 8 cu. yds.....	\$ 27.90	.50 + a+b
Trucks, 8 cu. yds. and over.....	\$ 28.00	.50 + a+b

Footnote:

- a. \$47.70 per week
 b. \$68.70 daily

 TEAM0247-004 04/01/2013

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, SAGINAW, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
Sign Installer		
AREA 1		

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GROUP 1.....	\$ 21.78	11.83
GROUP 2.....	\$ 25.27	11.8375
AREA 2		
GROUP 1.....	\$ 22.03	11.83
GROUP 2.....	\$ 25.02	11.8375

FOOTNOTE:

a. \$132.70 per week, plus \$17.80 per day.

SIGN INSTALLER CLASSIFICATIONS:

GROUP 1: performs all necessary labor and uses all tools required to construct and set concrete forms required in the installation of highway and street signs

GROUP 2: performs all miscellaneous labor, uses all hand and power tools, and operates all other equipment, mobile or otherwise, required for the installation of highway and street signs

TEAM0247-010 04/01/2018

AREA 1: LAPEER AND SHIAWASSEE COUNTIES

AREA 2: GENESEE, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

	Rates	Fringes
TRUCK DRIVER (Underground construction)		
AREA 1		
GROUP 1.....	\$ 23.82	19.04
GROUP 2.....	\$ 23.91	19.04
GROUP 3.....	\$ 24.12	19.04
AREA 2		
GROUP 1.....	\$ 24.12	19.04
GROUP 2.....	\$ 24.26	19.04
GROUP 3.....	\$ 24.45	19.04

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

SCOPE OF WORK: Excavation, site preparation, land balancing, grading, sewers, utilities and improvements; also including but not limited to, tunnels, underground piping, retention, oxidation, flocculation facilities, conduits, general excavation and steel sheeting for underground construction. Underground construction work shall not include any structural modifications, alterations, additions and repairs to buildings or highway work, including roads, streets, bridge construction and parking lots or steel erection.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, Euclid, double bottom and fuel trucks)

GROUP 2: Truck driver on dump trucks of 8 cubic yards

<https://sam.gov/wage-determination/MI20210001/8>

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capacity or over, pole trailers, semis and fuel trucks

GROUP 3: Truck driver on low boy, Euclid and double bottom

SUMI2002-001 05/01/2002

	Rates	Fringes
Flag Person.....	\$ 10.10	0.00
LINE PROTECTOR (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)....	\$ 20.30	12.90
LINE PROTECTOR (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE).....	\$ 18.02	12.90
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 27.07	12.90
Pavement Marking Machine (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2.....	\$ 24.36	12.90
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES) Group 1.....	\$ 24.02	12.90
Pavement Marking Machine (ZONE 2: STATEWIDE (EXCLUDING GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE) Group 2.....	\$ 21.62	12.90

WORK CLASSIFICATIONS:

PAVEMENT MARKER GROUP 1: Drives or operates a truck mounted striper, grinder, blaster, groover, or thermoplastic melter for the placement or removal of temporary or permanent pavement markings or markers.

PAVEMENT MARKER GROUP 2: Performs all functions involved for the placement or removal of temporary or permanent pavement markings or markers not covered by the classification of Pavement Marker Group 1 or Line Protector.

LINE PROTECTOR: Performs all operations for the protection or removal of temporary or permanent pavement markings or markers in a moving convoy operation not performed by the classification of Pavement Marker Group 1. A moving convoy operation is comprised of only Pavement Markers Group 1 and Line Protectors.

<https://sam.gov/wage-determination/MI20210001/8>

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that

no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Appendix C:
Grading Permit

GRADING PERMIT

In consideration of the construction of sidewalk corner ramps in the City of Ypsilanti, according to the requirements set forth by the Americans with Disabilities Act (ADA), the undersigned hereby give permission to the City of Ypsilanti, or any contractor hired thereby for grading this property being in the _____¹/₄ Section____, T. 3 S., R. 7 E. City of Ypsilanti, Washtenaw County, Michigan.

The purpose of this temporary grading permit is to allow the construction of sidewalk corner ramps and sidewalk in accordance with the American with Disabilities Act (ADA) requirements. This grading permit allows restoring any disturbed property during construction and does not cause a change in the property lines.

Tax Parcel No. _____

- A. A Temporary Grading Permit approximately _____ feet x _____ feet, located along the frontage of said parcel in the _____¹/₄ of Section 13, T. 3 S., R. 7 E., City of Ypsilanti, Washtenaw County, Michigan.
- B. Corner ramp and sidewalk improvements, regrading and restoration of disturbed areas.
- C. Additional Conditions:
- (1) The permissive rights set forth herein shall start as of the date the contractor commences work on the above project and shall terminate on the date that the contractor completes the above project (not to exceed two years).
- (2) The work described above shall be constructed in a first class, workmanlike manner, and in accordance with applicable City, State and County standards, and upon completion, City of Ypsilanti shall have no further responsibilities, therefore.

This instrument contains the entire permit agreement. No further promises have been made except as shown herein.

WITNESSES:

GRANTOR:

Appendix D:
Ramp Locations

Bellevue St. @ Whittier Rd. – Northwest Corner – 1 Ramps

N. Mansfield St. @ Collegewood St. – Northeast Corner – 1 Ramps

N. Mansfield St. @ Collegewood St. – Northwest Corner – 1 Ramps

N. Mansfield St. @ Collegewood St. – Southeast Corner – 2 Ramps

N. Mansfield St. @ Collegewood St. – Southwest Corner – 2 Ramps

Kewanee Ave @ Roosevelt St. – Northeast Corner – 2 Ramps

Kewanee Ave @ Roosevelt St. – Northwest Corner – 2 Ramps

Kewanee Ave @ Roosevelt St. – Southeast Corner – 1 Ramps

Kewanee Ave @ Roosevelt St. – Southwest Corner – 1 Ramps

Kewanee Ave @ Witmire St. – Northeast Corner – 2 Ramps

Kewanee Ave @ Witmire St. – Northwest Corner – 1 Ramps

Kewanee Ave @ Witmire St. – Southeast Corner – 2 Ramps

Kewanee Ave @ Witmire St. – Southwest Corner – 1 Ramps

Collegewood St. @ University Court – Northeast Corner – 1 Ramps

Collegewood St. @ University Court – Northwest Corner – 1 Ramps

Collegewood St. @ University Court – Southeast Corner – 2 Ramps

Collegewood St. @ University Court – Southwest Corner – 2 Ramps

Appendix E:
City of Ypsilanti
Contract Addendum

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, indemnity 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 contact 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: _____
Frances McMullan
City Manager

APPROVED AS TO FORM:

JOHN M. BARR P-10475
Ypsilanti City Attorney

Appendix F:
City of Ypsilanti Affirmative Action Ordinance

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.

Nothing contained in this division shall be deemed or construed to be substitute for or to abolish or impair existing, other or future legal remedies of the city or its officers or agencies, including criminal prosecutions under this or any other ordinance of the city or the laws of the state, even though such remedies may not be specifically enumerated or mentioned herein.

(Code 1983, § 1.283)

Sec. 2-329. - Penalties.

Where no specific penalty is provided for violation of any provision of this division, any person who shall violate any provision of this division shall be guilty of a misdemeanor and shall upon conviction be punished as provided in section 1-15.

(Code 1983, § 1.284)

Secs. 2-330—2-345. - Reserved.



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Bonnie Wessler
DATE: September 14, 2021
SUBJECT: Agreement between Washtenaw County and the City of Ypsilanti for Subaward of Federal Financial Assistance.

DESCRIPTION:

Agreement between Washtenaw County and the City of Ypsilanti for Subaward of Federal Financial Assistance.

SUMMARY:

Washtenaw County participates in HUD's Urban County program in which it receives CDBG funds each year. Washtenaw County allocates some of those funds to the City of Ypsilanti for various projects each year, including \$50,000 per year in ADA ramp improvements. To move forward with the ramp improvement project the City will need to approve the attached subrecipient agreement with Washtenaw County. The contract formalizes the responsibilities of the City and the County regarding reporting and following the rules and guidelines set forth by HUD.

RECOMMENDED ACTION:

Staff recommends City Council approve the agreement between Washtenaw County and the City of Ypsilanti for Subaward of Federal Financial Assistance and authorizes the Mayor to sign the easement on the City's behalf. The agreement shall be subject to review by the City Attorney.

ATTACHMENTS: Subrecipient agreement

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2021-188
September 14, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti has been awarded \$50,000 by Washtenaw County to reconstruct sidewalk ramps within the City; and,

WHEREAS, in order to move forward with the project the City of Ypsilanti must enter into an agreement with Washtenaw County for the subaward of Community Development Block Grant Funds (CDBG); and,

WHEREAS, the City of Ypsilanti intends to complete the ramp improvements prior to the end of the calendar year;

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti City Council approves the agreement between Washtenaw County and the City of Ypsilanti for Subaward of Federal Financial Assistance and authorizes the Mayor to sign the agreement on the City's behalf. The agreement shall be subject to review by the City Attorney.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 14 day of September 2021

#Resolution No. 2021-188

Contract # _____

COUNTY OF WASHTENAW, MICHIGAN

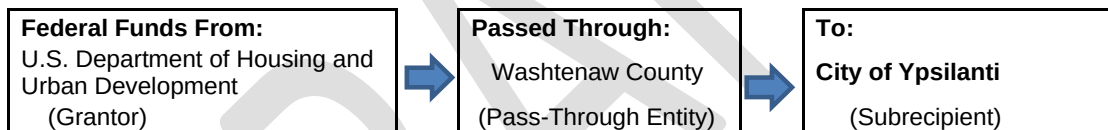
Agreement for Subaward of Federal Financial Assistance

The COUNTY OF WASHTENAW is a recipient of federal financial assistance grant dollars. These funds are received directly from the federal government and indirectly from the State of Michigan and several local entities. The County sometimes passes through a portion of this federal financial assistance to other organizations located within (or in the vicinity of) the geographical boundaries of the County to assist them in carrying out the objectives of the applicable federal grant or program.

AGREEMENT is made this 14th day of September, 2021 by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, as the pass-through entity (hereinafter referred to as the County) and, **the City of Ypsilanti** located at One South Huron Street, Ypsilanti, Michigan 48197 (hereinafter often referred to as the Subrecipient).

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

Flow of Federal Financial Assistance in this Subaward Agreement



ARTICLE I – REQUIRED DATA ELEMENTS

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

Subrecipient Name (must match registered name in DUNS)	City of Ypsilanti
Subrecipient DUNS Number	131336260
Federal Award Identification Number (FAIN)	B-20-UC-26-0006 - \$50,000.00
Federal Award Date (the date when the federal award is signed by the authorized official of the federal awarding agency)	B-20-UC-26-0006 – July 9, 2020
Subaward Period of Performance (start and end date)	9/14/2021 – 9/13/2022
Amount of Federal Funds Obligated by this Agreement	\$50,000.00
Total Amount of Federal Funds Obligated to the Subrecipient	\$50,000.00
Total Amount of the Federal Award	B-20-UC-26-0006 - \$2,155,094.00

Contract # _____

Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) described in Title 2 Code of Federal Regulations Part 170)	This contract supports eligible costs to reconstruct approximately 11 curb cuts located at 3 identified intersections according to Americans with Disability Act (ADA) and Uniform Federal Accessibility Standards (UFAS).
Name of Federal Awarding Agency	Department of Housing and Urban Development (HUD)
Name of County (Pass-Through Entity)	Washtenaw County
Name and Contact Information for Awarding Official	Gregory Dill 220 N Main PO Box 8645 Ann Arbor, MI 48107 Phone: 734-222-6850
CFDA Number and Name	14.218 – Community Development Block Grant
Is this Subaward for Research and Development? (answer Yes or No)	No
Indirect Cost Rate for the Federal Award (either an approved federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the County and Subrecipient or a de minimus indirect cost rate of 10% of modified total direct costs may be used). Subrecipient may choose to charge only direct costs to this agreement.	No indirect costs billed for this work.

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

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

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

Contract # _____

WHEREAS, on May 6, 2020, the Urban County Executive Committee approved *Fifty thousand dollars and zero cents* (\$50,000.00) in **2020 Urban County CDBG Funding** as a grant to the Subrecipient to support the ADA curb cuts project in the City of Ypsilanti; and

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

ARTICLE II - SCOPE OF SERVICES

The Subrecipient will agree to use Community Development Block Grant (CDBG) entitlement funds for the eligible costs of the ADA Curb Cuts project, specifically construction and/or re-constructing approximately 11 curb cuts as listed in Attachment A, so that they meet Americans with Disabilities (ADA) and Uniform Federal Accessibility Standards (UFAS). The contract will be paid for with 2020 Urban County CDBG funding in accordance with the budget in Attachment B, **not to exceed *Fifty thousand dollars and zero cents* (\$50,000.00). The City of Ypsilanti will be responsible for covering any remaining costs in excess of \$50,000.**

ARTICLE III - PAYMENT AND CASH MANAGEMENT

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

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

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

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

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

Section 3 – Program Income. The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract, if program income is generated. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

Section 4 – Use and Reversion of Assets. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84

and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].
4. Pursuant to 24 CFR 85.32 (d) (3) and 24 CFR 84.345 (f) (4) The Subrecipient shall ensure that all property and equipment that was acquired or improved, in whole or in part, with funds under this agreement is properly locked and secured when not in use for its intended purpose.

ARTICLE IV - REPORTING OF SUBRECIPIENT

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

Section 2 - The Subrecipient shall submit financial reports *as requested to OCED finance staff*. The Subrecipient shall submit programmatic reports *as requested to CDBG Management Analyst*.

Section 3 - All reports, estimates, memoranda and documents submitted by the Subrecipient must be dated and bear the Subrecipient's name. Financial reports shall be submitted in a timely manner to the County and shall be in agreement with the amounts shown in the Subrecipient's financial system and shall be supported by appropriate documentation (payroll records, invoices, etc.). Final financial and programmatic reports shall be submitted by the Subrecipient within 30 days of the end of this agreement unless an extension of time is granted in writing by the County.

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

Section 5 - The Subrecipient shall retain all reports, records and supporting documentation pertaining to this agreement for a period of five (5) years from the date of submission of the final expenditure report and shall make them available to the County and the federal awarding agency upon request. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period,

Contract # _____

then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

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

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

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

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

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

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

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

ARTICLE V - TERM

This contract begins on the date of this agreement and ends on September 13, 2022 *with an option to extend for an additional six (6) month period*. No costs eligible under this agreement shall be incurred by the Subrecipient before or after these dates, except with prior written approval of the County.

ARTICLE VI- RESPONSIBILITIES OF THE SUBRECIPIENT

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

Section 2 - The Subrecipient agrees to have performed a Single Audit of its federal expenditures if it reaches the Single Audit dollar threshold in federal expenditures during its fiscal year as detailed in Section 200.501 of the Uniform Guidance. The County reserves the right to perform or cause to be performed additional audits if it deems such to be necessary to insure compliance with the terms of this agreement or to determine the eligibility of the reported expenditures for reimbursement.

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

Section 4 - The Subrecipient agrees to comply with the provisions of the Stevens Amendment (Section 8136 of the Department of Defense Appropriations Act – Public Law 100-463) which

Contract # _____

stipulates that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

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

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

ARTICLE VII – SUSPENSION OF FUNDING

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

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

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

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

ARTICLE VIII- PERSONNEL

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

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

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

ARTICLE IX-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a

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partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

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

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

ARTICLE X - INDEMNIFICATION AGREEMENT

The Subrecipient will protect, defend and indemnify the County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Subrecipient's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this agreement resulting in whole or in part from negligent acts or omissions of Subrecipient, any subcontractor of the Subrecipient, or any employee, agent or representative of the Subrecipient or any subcontractor of the Subrecipient.

ARTICLE XI- INSURANCE REQUIREMENTS

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

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

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

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companies selected by Subrecipient and their inadequate insurance coverage. Subrecipient shall furnish the County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

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

ARTICLE XII - COMPLIANCE WITH LAWS AND REGULATIONS

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

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

ARTICLE XIII - INTEREST OF SUBRECIPIENT AND COUNTY

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

ARTICLE XIV - CONTINGENT FEES

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

ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

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

The Subrecipient will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include,

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but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

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

ARTICLE XVI - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service agreement with the County to pay their employees under that agreement, a minimum of either \$14.05 per hour with benefits or \$15.66 per hour without benefits. Subrecipient agrees to comply with this Ordinance in paying its employees. The Subrecipient understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2022 and annually thereafter which amount shall be automatically incorporated into this agreement. County agrees to give the Subrecipient thirty (30) days written notice of such change. The Subrecipient agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XVII - ASSIGNS AND SUCCESSORS

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

ARTICLE XVIII - TERMINATION OF AGREEMENT

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

ARTICLE XIX - EQUAL ACCESS

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

ARTICLE XX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

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

ARTICLE XXI - PAYROLL TAXES

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

ARTICLE XXII - PRACTICE AND ETHICS

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

ARTICLE XXIII - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

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

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

ARTICLE XXIV – FEDERAL FUNDING REQUIREMENTS

1. The terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds or other assets, including **program income**.
2. National Objectives: All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in [24 CFR 570.208](#).
3. The Subrecipient is prohibited from using CDBG funds for inherently religious activities (24 CFR 570.200(j)).
4. Documentation and Record Keeping
 - a. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

 - i. Records providing a full description of each activity undertaken;
 - ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - iii. Records required to determine the eligibility of activities;
 - iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - vi. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and

- vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

5. Employment Restrictions

a. Labor Standards

Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

b. "Section 3" Clause

- i. Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-

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based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- ii. Notifications: The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- iii. Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

ARTICLE XXV - CHOICE OF LAW AND FORUM

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

ARTICLE XXVI - EXTENT OF AGREEMENT

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

ARTICLE XXVII – PRIVACY / THIRD PARTIES

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

ARTICLE XXVIII - SEVERABILITY

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

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ARTICLE XXIX - NOTICES

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

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

ATTESTED TO:

WASHTENAW COUNTY (Pass-Through Entity)

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

By: _____
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:

CITY OF YPSILANTI (Subrecipient)

By: _____
Teresa Gillotti (DATE)
Director

BY: _____
Lois Allen Richardson (DATE)
Mayor

APPROVED AS TO FORM:

By: _____
Curt Hedger (DATE)
Office of Corporation Counsel

BY: _____
Andrew Hellenga (DATE)
Clerk

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OMB Approval No. 0348-0040

STANDARD ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination

statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

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16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.

18. Will comply with all applicable requirements of all other Federal laws, executive orders regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

NOT APPLICABLE

Signature of Subrecipient's Authorized Representative

Title of Subrecipient's Authorized Representative

Name of Subrecipient Organization

Date Submitted

STANDARD ASSURANCES - CONSTRUCTION PROGRAMS

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

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

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

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

Signature of Subrecipient's Authorized Representative

Title of Subrecipient's Authorized Representative

Name of Subrecipient Organization

Date Submitted

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

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

1. LOBBYING

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

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

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

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

**2. DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS**

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

A. The applicant certifies that it and its principals:

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

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

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

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

B. Where the applicant is unable to certify to any of the statements in this certification, he or

she shall attach an explanation to this application.

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

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

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

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

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

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug

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

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

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

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

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

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

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

Contract # _____

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

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

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall

include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Subrecipient Organization

Printed Name and Title of Subrecipient's
Authorized Representative

Signature of Subrecipient's Authorized
Representative

Date

Contract # _____

Subrecipient Audit Certification

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

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

Program: _____ CFDA Number: _____

Subrecipient Information:

Organization Name: _____

Street Address: _____

City, State, Zip Code: _____

Independent Audit Firm: _____

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

(Check appropriate box):

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

Signature of Subrecipient's Authorized Representative

Date

For Washtenaw County Use Only

Reviewed By: _____

Date: _____

Contract # _____

ATTACHMENT A – SCOPE OF SERVICES & TIMELINE

NARRATIVE DESCRIPTION OF SCOPE OF WORK:

WASHTENAW COUNTY will contract with the **CITY OF YPSILANTI** for the eligible costs of construction and/or re-constructing **Curb Cuts** as described in the Scope of Services, to meet the Americans with Disabilities Act (ADA) and Uniform Federal Accessibility Standards (UFAS). The improvement project will be paid for with 2020 CDBG funding in accordance with the budget in Attachment B.

Primary Locations

- Bellevue St @ Whittier Rd: 1 Ramp
- Collegewood St @ Mansfield St 6 Ramps
- Roosevelt St @ Kewanee Ave 4 Ramps

PROJECT TIMELINE:

Activity	Deadline
CITY OF YPSILANTI will award contract to most responsible and responsive bidder.	Sept. 14, 2021
Contractor will begin curb cut work.	October – December 2021
Office of Community Development will perform Davis-Bacon Interviews.	October – December 2021
Contractor will achieve substantial completion of curb cuts project.	December 31, 2021
Contractor will complete construction and CITY OF YPSILANTI will perform a final inspection.	By April 30, 2022
CITY OF YPSILANTI will submit request for reimbursement from Washtenaw County OCED, along with accompanying proof of payment and original Davis-Bacon payroll forms.	By May 31, 2022
Project Completion Date:	
June 30, 2022	

Contract # _____

ATTACHMENT B – PROJECT BUDGET

SUMMARY OF TERMS:

The COUNTY agrees to pay to or on behalf of the **CITY OF YPSILANTI** an amount not to exceed **Fifty Thousand Dollars and Zero Cents (\$50,000.00)** in 2020 CDBG Funds according to the budget below:

PROJECT BUDGET:

2021 Curb Cut Project Budget	
REVENUE SOURCE(S):	TOTAL
CDBG (2020) – Allocation	\$50,000.00
City of Ypsilanti (local funds)	\$1,510.00
Status of Funds	
Total Revenues	\$51,510.00
PROGRAM EXPENSES	TOTAL
Personnel, Taxes & Fringe Benefits	
Other – construction	\$51,510.00
Total Expenditures	\$51,510.00

Contract # _____

ATTACHMENT C – Bid Tabulation

DRAFT

Tabulation for Bids Received on 8/31/2021
 2021 CDBG Ramps
 City of Ypsilanti, Washtenaw County, State of Michigan
 OHM Job No.: 0094-21-0040

GM & Sons Construction, Inc.
 6784 Whitmore Lake Road
 Whitmore Lake, MI 48189

Phone: (734) 929-1259

Saladino Construction Co. Inc.
 3303 North Territorial Rd. W
 Ann Arbor, MI 48105

Phone: (734) 665-5913

Great Lakes Contracting Solutions, LLC
 2300 Edinburgh Road
 Waterford, MI 48328

Phone: (313) 962-0400

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

Phone: (313) 962-0400

Item No.	Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1)	Mobilization, Max 5%	1 LS	\$4,000.00	\$4,000.00	\$4,200.00	\$4,200.00	\$4,500.00	\$4,500.00	\$3,500.00	\$3,500.00
2)	Traffic Control and Maintenance	1 LS	\$1,500.00	\$1,500.00	\$2,555.00	\$2,555.00	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00
3)	Erosion Control, Inlet Protection, Fabric Drop	9 Ea	\$200.00	\$1,800.00	\$100.00	\$900.00	\$200.00	\$1,800.00	\$300.00	\$2,700.00
4)	Curb and Gutter, Rem	390 Ft	\$20.00	\$7,800.00	\$12.00	\$4,680.00	\$20.00	\$7,800.00	\$18.00	\$7,020.00
5)	Pavt, Rem	90 Syd	\$30.00	\$2,700.00	\$18.00	\$1,620.00	\$18.00	\$1,620.00	\$29.00	\$2,610.00
6)	Sidewalk, Rem	208 Syd	\$35.00	\$7,280.00	\$18.00	\$3,744.00	\$15.60	\$3,244.80	\$22.00	\$4,576.00
7)	HMA, 13A, Repair	20 Ton	\$400.00	\$8,000.00	\$250.00	\$5,000.00	\$475.00	\$9,500.00	\$475.00	\$9,500.00
8)	Curb and Gutter, Conc, Det F3	265 Ft	\$40.00	\$10,600.00	\$55.00	\$14,575.00	\$24.80	\$6,572.00	\$32.00	\$8,480.00
9)	Curb Ramp Opening, Conc.	125 Ft	\$40.00	\$5,000.00	\$55.00	\$6,875.00	\$24.80	\$3,100.00	\$32.00	\$4,000.00
10)	Sidewalk Retaining Wall, Integral, Less than 6 inch Height	30 Sft	\$40.00	\$1,200.00	\$40.00	\$1,200.00	\$18.75	\$562.50	\$50.00	\$1,500.00
11)	Detectable Warning Surface	125 Ft	\$50.00	\$6,250.00	\$60.00	\$7,500.00	\$50.00	\$6,250.00	\$190.00	\$23,750.00
12)	Sidewalk Ramp, Conc, 6 inch	1790 Sft	\$10.00	\$17,900.00	\$16.00	\$28,640.00	\$14.25	\$25,507.50	\$12.55	\$22,464.50
13)	Sidewalk, Conc, 4 inch	897 Sft	\$10.00	\$8,970.00	\$13.00	\$11,661.00	\$12.95	\$11,616.15	\$10.55	\$9,463.35
14)	Driveway, Nonreinf Conc, 6 inch	10 Syd	\$75.00	\$750.00	\$77.00	\$770.00	\$62.50	\$625.00	\$125.00	\$1,250.00
15)	Pavt Mrkg, Polyurea, 12 inch, Crosswalk	400 Ft	\$8.00	\$3,200.00	\$4.00	\$1,600.00	\$5.55	\$2,220.00	\$6.45	\$2,580.00
16)	Pavt Mrkg, Polyurea, 6 inch, Crosswalk	390 Ft	\$5.00	\$1,950.00	\$2.00	\$780.00	\$2.45	\$955.50	\$3.40	\$1,326.00
17)	Surface Restoration	200 Syd	\$25.00	\$5,000.00	\$9.00	\$1,800.00	\$20.00	\$4,000.00	\$8.00	\$1,600.00
18)	Remove and Reset Salvaged Sign	4 Ea	\$400.00	\$1,600.00	\$100.00	\$400.00	\$375.00	\$1,500.00	\$665.00	\$2,660.00
TOTAL BID AMOUNT				<u>\$95,500.00</u>	<u>\$98,500.00</u>	<u>\$101,373.45</u>	¹	<u>\$115,979.85</u>	³	

CORRECTIONS

¹ Amount adjusted to reflect bidder's summation error

² Amount adjusted to reflect bidder's multiplication error

³ Total adjusted to reflect bidder's above error

P:\0000_0100\0094210040_2021_CDBG_Ramps\CivilBidding\Bid Tab 0094-21-0040 CDBG Ramps.xls\Sheet1

Note: These are bid comparisons for 2 lowest bidders, but based on a reduced scope. Bids came in at double the amount of available funding, so City needs to pare down the number of curb cuts to be included at this time.

GM & SONS					
Bellevue/Whittier, Collegewood/Mansfield, and the two north-south legs of Roosevelt at Kewanee					
Estimated Quantity			Unit Price		Amount
1	LS	\$	<u>4,000.00</u>	\$	<u>4,000.00</u>
1	LS	\$	<u>1,500.00</u>	\$	<u>1,500.00</u>
3	Ea	\$	<u>200.00</u>	\$	<u>600.00</u>
160	Ft	\$	<u>20.00</u>	\$	<u>3,200.00</u>
40	Syd	\$	<u>30.00</u>	\$	<u>1,200.00</u>
76			<u>35.00</u>		<u>2,660.00</u>
20	Ton	\$	<u>400.00</u>	\$	<u>8,000.00</u>
110	Ft	\$	<u>40.00</u>	\$	<u>4,400.00</u>
50	Ft	\$	<u>40.00</u>	\$	<u>2,000.00</u>
30	Sft	\$	<u>40.00</u>	\$	<u>1,200.00</u>
95.91667	Ft	\$	<u>50.00</u>	\$	<u>4,795.83</u>
770	Sft	\$	<u>10.00</u>	\$	<u>7,700.00</u>
324	Sft	\$	<u>10.00</u>	\$	<u>3,240.00</u>
10	Syd	\$	<u>75.00</u>	\$	<u>750.00</u>
200	Ft	\$	<u>8.00</u>	\$	<u>1,600.00</u>
220	Ft	\$	<u>5.00</u>	\$	<u>1,100.00</u>
100	Syd	\$	<u>25.00</u>	\$	<u>2,500.00</u>
2.5	Ea	\$	<u>400.00</u>	\$	<u>1,000.00</u>
					51,445.83

SALADINO					
Bellevue/Whittier, Collegewood/Mansfield, and the two north-south legs of Roosevelt at Kewanee					
Estimated Quantity			Unit Price	Amount	
1	LS	\$	<u>4,200.00</u>	\$	<u>4,200.00</u>
1	LS	\$	<u>2,555.00</u>	\$	<u>2,555.00</u>
3	Ea	\$	<u>100.00</u>	\$	<u>300.00</u>
160	Ft	\$	<u>12.00</u>	\$	<u>1,920.00</u>
40	Syd	\$	<u>18.00</u>	\$	<u>720.00</u>
76	Syd	\$	<u>18.00</u>	\$	<u>1,368.00</u>
20	Ton	\$	<u>250.00</u>	\$	<u>5,000.00</u>
110	Ft	\$	<u>55.00</u>	\$	<u>6,050.00</u>
50	Ft	\$	<u>55.00</u>	\$	<u>2,750.00</u>
30	Sft	\$	<u>40.00</u>	\$	<u>1,200.00</u>
95.91667	Ft	\$	<u>60.00</u>	\$	<u>5,755.00</u>
770	Sft	\$	<u>16.00</u>	\$	<u>12,320.00</u>
324	Sft	\$	<u>13.00</u>	\$	<u>4,212.00</u>
10	Syd	\$	<u>77.00</u>	\$	<u>770.00</u>
200	Ft	\$	<u>4.00</u>	\$	<u>800.00</u>
220	Ft	\$	<u>2.00</u>	\$	<u>440.00</u>
100	Syd	\$	<u>9.00</u>	\$	<u>900.00</u>
2.5	Ea	\$	<u>100.00</u>	\$	<u>250.00</u>
					51,510.00



Resolution No. 2021-189
September 14, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

The ordinance entitled "An ordinance to remove hypodermic syringes and needles from being classified or defined as drug paraphernalia" is approved on Second and Final Reading.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 14 day of September 2021

#Resolution No. 2021-189



**CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1378**

An ordinance to remove hypodermic syringes and needles from being classified or defined as drug paraphernalia

1. **THE CITY OF YPSILANTI HEREBY ORDAINS** That section **74-211 Definitions** of the Ypsilanti City Code is hereby amended to remove hypodermic syringes and needles from being classified and defined as drug paraphernalia and to read as follows:

Sec. 74-211. - Definitions.

(a) The term "controlled substance" shall be defined as provided for in part [71](#) of the public health code, Act No. 368 of the Public Acts of Michigan of 1978 (MCL 333.7101 et seq.), as amended.

(b) The term "drug paraphernalia" means any equipment, except hypodermic syringes and needles, or any object sold, offered for sale, or given away by a state or local governmental agency or by a person specifically authorized by a state or local governmental agency to prevent the transmission of infectious agents, as provided by MCL 333.7457 to 333.7455, but including products, and materials, or a combination of equipment, products or materials, which is specifically designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance, including, but not limited to, all of the following:

- (1) An isomerization device specifically designed for use in increasing the potency of any species of plant which plant is a controlled substance.
- (2) Testing equipment specifically designed for use in identifying or in analyzing the strength, effectiveness or purity of a controlled substance.
- (3) A weight scale or balance specifically designed for use in weighing or measuring a controlled substance.
- (4) A diluent or adulterant, including, but not limited to quinine hydrochloride, mannitol, mannite, dextrose and lactose, specifically designed for use with a controlled substance.
- (5) A separation gin or sifter specifically designed for use in removing twigs and seeds from, or in otherwise cleaning or refining marijuana.

(6) An object specifically designed for use in ingesting, inhaling or otherwise introducing marijuana, cocaine, hashish or hashish oil into the human body, such as:

- a. Metal, wooden, acrylic, glass, stone, plastic, or ceramic pipes with or without screens, permanent screens, hashish heads, or punctured metal bowls;
- b. Water pipes;
- c. Smoking and carburetion masks;
- d. Roach clips, meaning objects used to hold burning materials, such as a marijuana cigarette, that has become too small or too short to be held in the hand;
- e. Miniature straws, cocaine spoons, and cocaine vials;
- f. Chamber pipes;
- g. Carburetor pipes;
- h. Miniature lockets, rings, or vials designed, marketed, or used for the storing of controlled substances.

(7) A device commonly known as a cocaine kit, that is specifically designed for use in ingesting, inhaling or otherwise introducing controlled substances into the human body, and which consists of at least a razor blade and a mirror.

(8) A device commonly known as a bullet, that is specifically designed to deliver a measured amount of controlled substance to the user.

(9) A device commonly known as a snorter, that is specifically designed to carry a small amount of controlled substances to the user's nose.

(10) A device commonly known as an automotive safe, that is specifically designed to carry and conceal a controlled substance in an automobile, including, but not limited to, a can used for brake fluid, oil or carburetor cleaner which contains a compartment for carrying and concealing controlled substances.

(11) A spoon, with or without a chain attached, that has a small diameter bowl and that is specifically designed for use in ingesting, inhaling, or otherwise introducing controlled substances into the human body.

(12) Blenders, bowls, containers, spoons, and mixing devices used intended for use, or designed for use in compounding controlled substances.

(13) Capsules, balloons, envelopes, and other containers used, intended for use or designed for use in packaging small quantities of controlled substances.

(14) Containers and other objects used, intended for use, or designed for use in storing or concealing controlled substances.

(c) In determining whether an object is drug paraphernalia a court or other authority should consider in addition to all other logically relevant factors, the following:

- (1) Statements by the owner or by anyone in control of the object concerning its use;
- (2) Prior convictions, if any, of an owner, or of anyone in control of the object, under any state or federal law relating to any controlled substances;
- (3) The proximity of the object, in time and space, to a direct violation of the state law;
- (4) The proximity of the object to controlled substances;
- (5) The existence of any residue of controlled substances on the object;
- (6) Direct or circumstantial evidence of the intent of the owner, or of anyone in control of the object, to deliver it to persons whom he knows, or should reasonably know, intend to use the object to facilitate a violation of state or local law or of this subdivision; the innocence of an owner, or of anyone in control of the object, as to a direct violation of state, local law or this division, shall not prevent a finding that the object is intended for use, or designed for use as drug paraphernalia;
- (7) Instructions, oral or written, provided with the object concerning its use;
- (8) Descriptive materials accompanying the object which explain or depict its use;
- (9) National and local advertising concerning its use;
- (10) The manner in which the object is displayed for sale;
- (11) Whether the owner, or anyone in control of the object, is a supplier of like or related items to the community, such as a licensed distributor or dealer of tobacco products;
- (12) Direct or circumstantial evidence of the ratio of sales of the object to the total sales of the business enterprise;
- (13) The existence and scope of legitimate uses for the object in the community;
- (14) Expert testimony concerning its use.

(Code 1983, § 9.521)

2. Severability. If any clause, sentence, section, paragraph, or part of this

ordinance, or the application thereof to any person, firm, corporation, legal entity, or circumstances, shall be for any reason adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not effect, impair, or invalidate the remainder of this Ordinance and the application of such provision to other persons, firms, corporations, legal entities, or circumstances by such judgment shall be confined in its operation to the clause, sentence, section, paragraph, or part of this Ordinance thereof directly involved in the case or controversy in which such judgment shall have been rendered and to the person, firm, corporation, legal entity, or circumstances then and there involved. It is hereby declared to be the legislative intent of this body that the Ordinance would have been adopted had such invalid or unconstitutional provisions not have been included in this Ordinance.

3. Repeal. All other Ordinances inconsistent with the provisions of this Ordinance are, to the extent of such inconsistencies, hereby repealed.

4. Savings Clause. The balance of the Code of Ordinances, City of Ypsilanti, Michigan, except as herein or previously amended, shall remain in full force and effect. The repeal provided herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending fee, assessments, litigation, or prosecution of any right established, occurring prior to the effective date hereof.

5. Copies to be available. Copies of the Ordinance are available at the office of the city clerk for inspection by, and distribution to, the public during normal office hours. A complete copy of the ordinance is also available for inspection on the City's website, www.cityofypsilanti.com.

6. Publication and Effective Date. The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be published by printing the same in the publication of record. This Ordinance shall become effective after publication at the expiration of 30 days after adoption.

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____
DAY OF _____, 2021.

Andrew Hellenga, City Clerk

Attest

I do hereby confirm that the above Ordinance No. ____ was published in The Washtenaw Legal News on the _____ day of _____, 2021.

Andrew Hellenga, 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 _____, 2021.

Andrew Hellenga, City Clerk

Notice Published: _____

First Reading: _____

Second Reading: _____

Published: _____

Effective Date: _____

RESOLUTION NO. 2012-_____

, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled " " be approved on first reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

S:\Clerk's Office\CITY COUNCIL MEETINGS\CITY COUNCIL MEETINGS\2021 City Council Meetings\09-14-
2021\Consent\Paraphernalia\Ord 1378.doc



**Resolution No. 2021-190
September 14, 2021**

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the Ypsilanti City Council approve the ordinance entitled Adult Regulated Uses Zoning Update On second and final reading.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 14 day of September 2021

#Resolution No. 2021-190

City of Ypsilanti
Notice of Adopted Ordinance
Ordinance No. 1379

An Ordinance Entitled "Adult Regulated Uses Zoning Update"

THE CITY OF YPSILANTI ORDAINS:

That the definitions for "Adult regulated uses" in Section 122-203 be amended as follows:

Adult regulated uses. The following are classified as types of adult regulated uses.

- (1) *Adult book or supply store* means an establishment having 20 percent or more of its stock in trade or its sales devoted to the distribution, display, or storage of books, magazines, and other periodicals and/or photographs, drawings, slides, films, video tapes, recording tapes, and/or novelty items which are distinguished or characterized by their emphasis on matters depicting, describing, or relating to specified sexual activities or specified anatomical areas. Such establishment or the segment or section devoted to the sale or display of such material in an establishment is customarily not open to the public generally but only to one or more classes of the public, excluding any minor by reason of age.
- (2) *Adult mini-motion picture theater* means an enclosed building with a capacity for less than 50 persons used for presenting material distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas, for observation by patrons therein. Such establishment is customarily not open to the public generally, but only to one or more classes of the public, excluding any minor by reason of age.
- (3) *Adult motel/hotel* means a building in which lodging is provided or offered to the public for compensation and which is open to transient guests where the room charge is made by the hour, and/or in which books, magazines and other periodicals or materials which are distinguished or characterized by their emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas, may be sold or rented, or where motion pictures or video tapes with an emphasis on specified sexual activities or specified anatomical areas are available for viewing on an in-room viewing screen or television monitor.
- (4) *Adult motion picture theater* or *adult live stage performing theater* means an enclosed building with a capacity of 50 or more persons used for presenting material distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas for observation by patrons therein. Such establishment is customarily not open to the public generally, but only to one or more classes of the public, excluding any minor by reason of age.
- (5) *Cabaret* means an establishment which features any of the following: topless dancers and/or bottomless dancers, strippers, or topless and/or bottomless waitpersons or employees or any other form of nude or partially nude service or entertainment.
- (6) *Feature* means to give prominence to a certain activity, person, or persons on a recurring, ongoing basis.
- (67) *Massage parlor* or *massage establishment* means a place where manipulated massage or manipulated exercises are practiced for pay upon the human body by anyone using

mechanical, therapeutic, or bathing devices or techniques, other than the following: a duly licensed massage therapist, physician, osteopath, or chiropractor; a registered or practical nurse operating under a physician's directions; or, registered physical or occupational therapists or speech pathologists who treat patients referred by a licensed physician and operate only under such physician's direction. A massage establishment may include, but is not limited to, establishments commonly known as massage parlors, health spas, sauna baths, Turkish bathhouses, and steam baths. Massage establishments shall not include properly-licensed hospitals, offices of a duly licensed massage therapist, medical clinics, or nursing homes, or beauty salons or barbershops in which massages are administered only to the scalp, the face, the neck or the shoulders; or other establishments that offer massages performed by a duly licensed massage therapist.

(8) *Nude* means the showing of the human male or female genitals, pubic area, vulva, or anus with less than a fully opaque covering, or the showing of the female breast with less than a fully opaque covering of any part of the nipple and areola. For purposes of this chapter, a "fully opaque covering" must be non-flesh colored, shall not consist of any substance that can be washed or peeled off the skin (such as paint, make-up, or latex), and shall not simulate the appearance of the anatomical area that it covers.

(9) *Partially nude* means the showing of the female breast below a horizontal line across the top of the areola and extending across the width of the breast at that point, or the showing of the male or female buttocks. This definition shall include the lower portion of the human female breast, but shall not include any portion of the cleavage of the human female breasts exhibited by a bikini, dress, blouse, shirt, leotard, or similar wearing apparel provided the areola is not exposed in whole or in part.

(710) *Specified anatomical areas* means portions of the human body defined as follows:

- (i) Less than completely and opaquely covered human genitals, pubic region, buttocks, or female breast below the point immediately above the top of the areola; and
- (ii) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

(811) *Specified sexual activities* means the explicit display of one or more of the following:

- (i) Human genitals in a state of sexual stimulation or arousal.
- (ii) Acts of human masturbation, sexual intercourse, or sodomy.
- (iii) Fondling or other erotic touching of human genitals, pubic region, buttocks, or female breast.

(12) *Used for presenting* means utilized for showing the described material or performances on a recurring, ongoing basis.

That the table in Section 122-431 be amended as follows:

<i>P=Principal; A=Accessory; S/Res= Special Land Use when adjacent to R-1, CN, CN-Mid, CN-SF, or MD zoning, otherwise permitted; S=Special Land Use</i>			
USES	PMD	NOTES	SPECIFIC REGULATIONS
...			
<u>Adult Regulated Uses (1):</u> <u>Adult book or supply stores;</u> <u>Adult hotels or motels;</u> <u>Adult motion picture theatres/</u> <u>adult live stage performing</u> <u>theaters;</u> <u>Adult mini-motion picture</u> <u>theaters;</u> <u>Cabarets</u>	P		<u>Section 122-512</u>
<u>Adult Regulated Uses (2) or (3):</u> <u>Massage parlors/massage</u> <u>establishments;</u> <u>Pawnshops</u>	S		Section 122-512
...			
Software, film, music, television and radio, and video game development & physical production	S/Res	<u>Adult regulated uses are special land uses.</u>	

That Section 122-512 be amended as follows:

- (a) In the development and execution of this section, it is recognized that there are certain uses, which by their very nature are recognized as having serious objectionable operational characteristics, particularly when several of them are concentrated in a small area, thereby having a deleterious effect on surrounding neighborhoods. Regulation of the location of these uses is necessary to ensure that the adverse effects of such businesses will not cause or contribute to the blighting or downgrading of the city's residential neighborhoods or commercial centers. It is the intent of this section to provide reasonable regulations for the establishment of adult regulated uses in a viable, accessible location where the adverse impact of their operations may be minimized. Purpose. It is the purpose of this section to regulate adult regulated uses in order to promote the health, safety, and general welfare of the citizens of the City, and to establish reasonable and uniform regulations to prevent the deleterious secondary effects of adult regulated uses within the City. The provisions of this section have neither the purpose nor effect of imposing a limitation or restriction on the content or reasonable access to any communicative materials, including sexually oriented materials. Similarly, it is neither the intent nor effect of this division to restrict or deny access

by adults to sexually oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of this division to condone or legitimize the distribution of obscene material.

- (b) *Findings and Rationale.* Based on evidence of the adverse secondary effects of adult regulated uses presented in hearings and reports made available to the City Council, and on findings, interpretations, and narrowing constructions incorporated in the cases of *City of Littleton v. Z.J. Gifts D-4, L.L.C.*, 541 U.S. 774 (2004); *City of Los Angeles v. Alameda Books, Inc.*, 535 U.S. 425 (2002); *City of Erie v. Pap's A.M.*, 529 U.S. 277 (2000); *City of Renton v. Playtime Theatres, Inc.*, 475 U.S. 41 (1986); *Young v. American Mini Theatres*, 427 U.S. 50 (1976); *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991); *California v. LaRue*, 409 U.S. 109 (1972); *N.Y. State Liquor Authority v. Bellanca*, 452 U.S. 714 (1981); *Sewell v. Georgia*, 435 U.S. 982 (1978); *FW/PBS, Inc. v. City of Dallas*, 493 U.S. 215 (1990); *City of Dallas v. Stanglin*, 490 U.S. 19 (1989); and

Big Dipper Entertainment, LLC v. City of Warren, 641 F.3d 715 (6th Cir. 2011); *Entertainment Productions, Inc. v. Shelby County*, 721 F.3d 729 (6th Cir. 2013); *84 Video/Newsstand, Inc. v. Sartini*, 455 F. App'x 541, 552 (6th Cir. 2011); *East Brooks Books, Inc. v. Shelby County*, 588 F.3d 360 (6th Cir. 2009); *Entm't Prods., Inc. v. Shelby County*, 588 F.3d 372 (6th Cir. 2009); *Richland Bookmart, Inc. v. Knox County*, 555 F.3d 512 (6th Cir. 2009); *Sensations, Inc. v. City of Grand Rapids*, 526 F.3d 291 (6th Cir. 2008); *Deja Vu of Nashville, Inc. v. Metropolitan Gov't of Nashville and Davidson County*, 466 F.3d 391 (6th Cir. 2006); *Big Dipper Entm't, LLC v. City of Warren*, 658 F. Supp. 2d 831 (E.D. Mich. 2009); *Flanigan's Enters., Inc. v. Fulton County*, 596 F.3d 1265 (11th Cir. 2010); *Deja Vu of Cincinnati, L.L.C. v. Union Township Bd. Of Trustees*, 411 F.3d 777 (6th Cir. 2005) (en banc); *Little Mack Entm't II, Inc. v. Twp. of Marengo*, 2008 WL 2783252 (W.D. Mich. July 17, 2008); *Fantasy Ranch, Inc. v. City of Arlington*, 459 F.3d 546 (5th Cir. 2006); *City of Chicago v. Pooh Bah Enterprises, Inc.*, 865 N.E.2d 133 (Ill. 2006); *Andy's Restaurant & Lounge, Inc. v. City of Gary*, 466 F.3d 550 (7th Cir. 2006); *181 South, Inc. v. Fischer*, 454 F.3d 228 (3rd Cir. 2006); *Bronco's Entm't, Ltd. v. Charter Twp. of Van Buren*, 421 F.3d 440 (6th Cir. 2005); *Charter Twp. of Van Buren v. Garter Belt, Inc.*, 258 Mich. App. 594 (2003); *Jott, Inc. v. Clinton Twp.*, 224 Mich. App. 513 (1997); *Michigan ex rel. Wayne County Prosecutor v. Dizzy Duck*, 449 Mich. 353 (1995); *Gora v. City of Ferndale*, 456 Mich. 704 (1998); *Rental Property Owners Ass'n of Kent County v. City of Grand Rapids*, 455 Mich. 246 (1996); *15192 Thirteen Mile Road, Inc. v. City of Warren*, 626 F. Supp. 803 (E.D. Mich. 1985); *City of Warren v. Executive Art Studio, Inc.*, No. 197353, 1998 WL 1993022 (Mich. App. Feb. 13, 1998); *Tally v. City of Detroit*, 54 Mich. App. 328 (1974); *Z.J. Gifts D-2, L.L.C. v. City of Aurora*, 136 F.3d 683 (10th Cir. 1998); *ILQ Investments, Inc. v. City of Rochester*, 25 F.3d 1413 (8th Cir. 1994); *Kentucky Restaurant Concepts, Inc. v. City of Louisville*, 209 F. Supp. 2d 672 (W.D. Ky. 2002); *Restaurant Ventures v. Lexington-Fayette Urban County Gov't*, 60 S.W.3d 572 (Ky. Ct. App. 2001); *Deja Vu of Nashville, Inc., et al. v. Metropolitan Government of Nashville and Davidson County*, 274 F.3d 377 (6th Cir. 2001); *Ctr. for Fair Public Policy v. Maricopa County*, 336 F.3d 1153 (9th Cir. 2003); *Bigg Wolf Discount Video Sales, Inc. v. Montgomery County*, 256 F. Supp. 2d 385 (D. Md. 2003); *DLS, Inc. v. City of Chattanooga*, 107 F.3d 403 (6th Cir. 1997); *Brandywine, Inc. v. City of Richmond*, 359 F.3d 830 (6th Cir. 2004); *Currence v. City of Cincinnati*, 28 Fed. Appx. 438 (6th Cir. Jan. 24, 2002); *Broadway Books v. Roberts*, 642 F. Supp. 486 (E.D. Tenn. 1986); *Bright Lights, Inc. v. City of Newport*, 830 F. Supp. 378 (E.D. Ky. 1993); *Bamon Corp. v. City of Dayton*, 923

F.2d 470 (6th Cir. 1991); *Triplett Grille, Inc. v. City of Akron*, 40 F.3d 129 (6th Cir. 1994); *O'Connor v. City and County of Denver*, 894 F.2d 1210 (10th Cir. 1990); *Threesome Entertainment v. Strittmather*, 4 F. Supp. 2d 710 (N.D. Ohio 1998); *Lady J. Lingerie, Inc. v. City of Jacksonville*, 973 F. Supp. 1428 (M.D. Fla. 1997), *aff'd in part, rev'd in part*, 176 F.3d 1358 (11th Cir. 1999); *In re Tennessee Public Indecency Statute*, 172 F.3d 873 (6th Cir. Jan. 13 1999)(table); *World Wide Video of Washington, Inc. v. City of Spokane*, 368 F.3d 1186 (9th Cir. 2004); *Ben's Bar, Inc. v. Village of Somerset*, 316 F.3d 702 (7th Cir. 2003); *Daytona Grand, Inc. v. City of Daytona Beach*, 490 F.3d 860 (11th Cir. 2007); *Williams v. Morgan*, 478 F.3d 1316 (11th Cir. 2007); *H&A Land Corp. v. City of Kennedale*, 480 F.3d 336 (5th Cir. 2007); *Illinois One News, Inc. v. City of Marshall*, 477 F.3d 461 (7th Cir. 2007); *G.M. Enterprises, Inc. v. Town of St. Joseph*, 350 F.3d 631 (7th Cir. 2003); *Richland Bookmart, Inc. v. Nichols*, 137 F.3d 435 (6th Cir. 1998); *Spokane Arcade, Inc. v. City of Spokane*, 75 F.3d 663 (9th Cir. 1996); *DCR, Inc. v. Pierce County*, 964 P.2d 380 (Wash. Ct. App. 1998); *City of New York v. Hommes*, 724 N.E.2d 368 (N.Y. 1999); *Taylor v. State*, No. 01-01-00505-CR, 2002 WL 1722154 (Tex. App. July 25, 2002); *Fantasyland Video, Inc. v. County of San Diego*, 505 F.3d 996 (9th Cir. 2007); *U.S. v. Baston*, 818 F.3d 651 (11th Cir. 2016); *HH-Indianapolis, LLC v. Consol. City of Indianapolis/Marion County*, 889 F.3d 432 (7th Cir. 2018); *HH-Indianapolis, LLC v. Consol. City of Indianapolis/Marion County*, 265 F. Supp. 3d 873 (S.D. Ind. 2017); *Johnson v. California State Bd. of Accountancy*, 72 F.3d 1427 (9th Cir. 1995); *Spencer v. World Vision, Inc.*, 633 F.3d 723 (9th Cir. 2010); *Gammoh v. City of La Habra*, 395 F.3d 1114 (9th Cir. 2005); *Warren Gifts, LLC v. City of Warren*, No. 2:02-cv-70062, R. 26 (E.D. Mich. June 21, 2002) (denying motion for preliminary injunction); *Z.J. Gifts D-4, L.L.C. v. City of Littleton*, Civil Action No. 99-N-1696, Memorandum Decision and Order (D. Colo. March 31, 2001); *People ex rel. Deters v. The Lion's Den, Inc.*, Case No. 04-CH-26, Modified Permanent Injunction Order (Ill. Fourth Judicial Circuit, Effingham County, July 13, 2005); *Reliable Consultants, Inc. v. City of Kennedale*, No. 4:05-CV-166-A, Findings of Fact and Conclusions of Law (N.D. Tex. May 26, 2005);

and based upon reports concerning secondary effects occurring in and around adult regulated uses, including, but not limited to, "Correlates of Current Transactional Sex among a Sample of Female Exotic Dancers in Baltimore, MD," *Journal of Urban Health* (2011); "Does the Presence of Sexually Oriented Businesses Relate to Increased Levels of Crime?" *Crime & Delinquency* (2012) (Louisville, KY); Metropolis, Illinois – 2011-12; Manatee County, Florida – 2007; Hillsborough County, Florida – 2006; Clarksville, Indiana – 2009; El Paso, Texas – 2008; Memphis, Tennessee – 2006; New Albany, Indiana – 2009; Louisville, Kentucky – 2004; Fulton County, GA – 2001; Chattanooga, Tennessee – 1999-2003; Jackson County, Missouri – 2008; Ft. Worth, Texas – 2004; Kennedale, Texas – 2005; Greensboro, North Carolina – 2003; Dallas, Texas – 1997; Houston, Texas – 1997, 1983; Phoenix, Arizona – 1995-98, 1979; Tucson, Arizona – 1990; Spokane, Washington – 2001; St. Cloud, Minnesota – 1994; Austin, Texas – 1986; Indianapolis, Indiana – 1984; Garden Grove, California – 1991; Los Angeles, California – 1977; Whittier, California – 1978; Oklahoma City, Oklahoma – 1986; New York, New York Times Square – 1994; the Report of the Attorney General's Working Group On The Regulation Of Sexually Oriented Businesses, (June 6, 1989, State of Minnesota); Dallas, Texas – 2007; "Rural Hotspots: The Case of Adult Businesses," 19 *Criminal Justice Policy Review* 153 (2008); "Stripclubs According to Strippers: Exposing Workplace Sexual Violence," by Kelly Holsopple, Program Director, Freedom and Justice Center for Prostitution Resources, Minneapolis, Minnesota; "Sexually Oriented Businesses: An Insider's View," by David Sherman, presented to

the Michigan House Committee on Ethics and Constitutional Law, Jan. 12, 2000; Sex Store Statistics and Articles; Indianapolis / Marion County Board of Zoning Appeals Documents; Law Enforcement and Private Investigator Affidavits (Adult Cabarets in Forest Park, GA and Sandy Springs, GA); and Strip Club-Trafficking Documents,

the City Council finds:

- (1) Adult regulated uses, as a category of commercial uses, are associated with a wide variety of adverse secondary effects including, but not limited to, personal and property crimes, human trafficking, prostitution, potential spread of disease, lewdness, public indecency, obscenity, illicit drug use and drug trafficking, negative impacts on surrounding properties, urban blight, litter, and sexual assault and exploitation. Alcohol consumption impairs judgment and lowers inhibitions, thereby increasing the risk of adverse secondary effects. There is documented evidence of adult regulated uses manipulating their inventory and/or business practices to avoid regulation while retaining their essentially sexually oriented, adult nature.
- (2) Adult regulated uses should be separated from sensitive land uses to minimize the impact of their secondary effects upon such uses, and should be separated from other adult regulated uses, to minimize the secondary effects associated with such uses and to prevent an unnecessary concentration of adult regulated uses in one area.
- (3) Each of the foregoing secondary effects constitutes a harm which the City has a substantial government interest in preventing and/or abating. The City's interest in regulating adult regulated uses extends to preventing future secondary effects of either current or future uses subject to these regulations that may locate in the City. The City finds that the cases and documentation relied on in this section are reasonably believed to be relevant to said secondary effects. The City adopts and incorporates herein its stated findings and legislative record related to the adverse secondary effects of adult regulated uses, including the judicial opinions and reports related to such secondary effects.

(c) Uses subject to these regulations ~~and the requirements of article V of chapter 10~~ are as follows:

- (1) Adult: Adult book or supply store, adult hotels or motels, adult motion picture theater/adult live stage performing theater, ~~and~~ adult mini-motion picture theater, and cabarets.

~~(2) Cabarets.~~

~~(3)~~ Message parlors and message establishments.

~~(4)~~ Pawnshops.

(bd) No adult regulated use may ~~be permitted operate~~ within 1,000 feet of any other adult regulated use. Measurement of the 1,000-foot radius must be made from the ~~outermost boundaries of the lot or parcel on which the adult regulated use is proposed closest part of the structure occupied by an adult regulated use to the closest part of the structure occupied by another adult regulated use~~. The planning commission may waive this requirement for pawnshops if the following findings are made that:

- (1) The proposed use will not be contrary to the public interest or injurious to nearby properties, and that the spirit and intent of this article is observed.
- (2) The proposed regulated use will not enlarge or encourage the development of a "skid-row" or blighted area.
- (3) The establishment of an additional adult regulated use in the area will not be contrary to any program of neighborhood conservation nor will it interfere with any program of urban revitalization.
- (4) All applicable regulations of this chapter will be observed.

The planning commission may not waive this locational requirement for adult uses, cabarets, massage parlors, or massage establishments.

- (~~ee~~) No adult regulated use may ~~be permitted operate~~ within 500 feet of any R1, HHS, P, MD, CN, CN-Mid and CN-SF district; nor may any adult regulated use ~~be permitted operate~~ within 500 feet of any school, park, library, playground, movie theater, licensed child care facility, or any other area or use where minor children are likely to congregate; nor may any adult regulated use ~~be permitted operate~~ within 500 feet of any religious institution. Measurement must be from the ~~outermost boundaries of the lot or parcel on which closest part of any structure occupied by~~ the adult regulated use ~~is proposed to be located to the closest boundary line or property line of the districts and uses listed above. The zoning and/or use of land in adjacent jurisdictions shall not disqualify any location within the City of Ypsilanti from being available to an adult regulated use. This prohibition may be waived if the planning commission is presented with a validated petition requesting such waiver, signed by two-thirds of all persons owning, residing in, or doing business in the area within 500 feet of the proposed adult regulated use. The circulator of the petition must sign an affidavit attesting that the circulator personally witnessed the signatures and the signatures were affixed to the petition by the person whose name appears thereon. The signatures must be validated by the community economic development department. The planning commission cannot consider the waiver of the locational requirements until the required petition has been duly filed and verified.~~ Pawnshops are not ~~be~~ subject to these locational requirements.
- (~~df~~) The building and premises must be designed and constructed so that material depicting, ~~describing, or relating to~~ specified sexual activities or specified anatomical areas, cannot be observed by pedestrians or from vehicles on any public right-of-way. ~~This provision must apply to any display, decoration, sign, show window, or other opening.~~
- (~~eg~~) No person may reside in or permit any person to reside in the premises of an adult regulated use.
- (~~fh~~) Such uses must comply with all applicable federal, state, and local licensing regulations. ~~For~~ massage parlors/massage establishments and for pawnshops, ~~i~~nitial and annual proof of such compliance must be a condition of special use approval and the continuance thereof.
- (~~gi~~) Upon finding that any condition, safeguard, or requirement has been breached, the building department can revoke any occupancy permit. All operations must cease 14 days following such notification of revocation by the Building Department, unless such violations are corrected. Also, if violations are not corrected within 14 days, reinstatement of a revoked occupancy permit for a massage parlor/massage establishment or for a pawnshop must require a new special use application and approval thereof.

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

Andrew Hellenga, City Clerk

Attest

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

Andrew Hellenga, 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 _____, ____.

Andrew Hellenga, City Clerk

Notice Published:

First Reading:

Second Reading:

Published:

Effective Date:



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Wendy Estey
DATE: September 14, 2021
SUBJECT: Application for Financial Hardship Waiver for the 2021 Domestic Violence Walk

DESCRIPTION:

Application for Financial Hardship Waiver for the 2021 Domestic Violence Walk

SUMMARY:

Cherisa Allen from Women and Men Working for Change has requested that the City grant a financial hardship waiver for this year's Domestic Violence Walk to be held on October 2, 2021 at Parkridge Park. According to the City's Special Events Policy, "the City may jointly sponsor certain events with other organizations when City Council determines that the event is of general interest to the public and advances the City's public image. The City will provide financial support to these events as determined in the annual budget appropriation. These events must meet the other requirements of the Special Events Policy and must reimburse the City for any costs in excess of the support level authorized by the budget appropriation."

The Domestic Violence Walk is an annual event to educate and support the community regarding domestic violence. This event includes education, speakers, vendors and encouragement on domestic violence in our community. Many patrons who attend are from the Ypsilanti and Washtenaw County community and have never patronized the Perry School/Parkridge Park area. The hope is to bring awareness to the entire community, young and old. The subject of domestic violence is not discussed or brought to the forefront enough.

Women and Men Working for Change is a non-profit business that operates from donations and monies out of their own pockets. As the event will provide hot and cold beverages, doughnuts, speakers, a DJ, T-shirts and an exercise instructor, the group has asked that the City consider waiving park rental fees so that they are better able to provide more of these types of items to those who attend.

This resolution allows the City of Ypsilanti to lend support to this year's Domestic Violence Walk and to Women and Men Working for Change in their endeavors to promote the City of Ypsilanti as a friendly, safe and hospitable city with a long and notable historical heritage.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Proposed Resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2021-191
September 14, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti adopted a Special Events Policy, and pursuant to the policy, the City may co-sponsor an event if it is of general interest to the public and advances the City's public image; and

WHEREAS, this year the Women and Men Working for Change Annual Domestic Violence Walk will take place Saturday, October 2nd in Parkridge Park; and

WHEREAS, Women and Men Working for Change is requesting that the City waive their park rental fees for the 2021 Domestic Violence Walk; and

WHEREAS, City Council agrees that waiving park rental fees for the 2021 Domestic Violence Walk would be in the general interest of the public and advance the City's public image;

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the request to waive the park rental fees for the 2021 Domestic Violence Walk in the amount of \$735.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 14 day of September 2021

#Resolution No. 2021-191

Special Events Sponsorship & Financial Hardship Request



Please complete the form below. The City may provide support to Special Events on the following basis:

- Merit of the request
- Request is received no less than 30 days prior to the event
- Funds are budgeted and available to support the event

Event Name

Women & Men Working For Change Annual Domestic Violence walk

Event Start Date

07/30/2021 10/2/2021

Event Location

Perry School Parkno

Event Organizer

Cherisa Allen

Event Contact Person

First name:

Cherisa

Last name:

Allen

Phone number:

7343304246

E-mail:

wmwfc2017@gmail.com

Is your organization a non-profit or public tax-exempt organization as defined under Section 501(c)(3) of the Internal Revenue Code?

- ☒ Yes
☐ No

How is this event of general interest to the public?

This is an annual event to educate and support the community on Domestic Violence.

Is your organization requesting City Co-Sponsorship or a Financial Hardship waiver?

- ☐ City Co-Sponsorship
☒ Financial Hardship Waiver

City Co-Sponsorship: The City may jointly sponsor certain events with other organizations when City Council determines that the event is of general interest to the public and advances the City's public image. The City will provide financial support to these events as determined in the annual budget appropriation. These events must meet the other requirements of the Special Events Policy, and must reimburse the City for any costs in excess of the support level authorized by the budget appropriation [reference City of Ypsilanti Special Events Policy, Section 1.3(b)]

Financial Hardship Waiver (only applicable for non-profit corporations): City may, in its discretion, contribute the park rental fee to assist other Special Events operated by non-profit organizations with good cause shown or hardship (See City Code Section 10-270). For the purposes of this policy, good cause or hardship may be demonstrated by startup organizations, charitable events, or any other reasonable cause for lacking in operating capital.

Park fee contributions must be approved by City Council no less than 30 days prior the event. City Council may, in its discretion, waive park rental on a per day basis, up to three (3) days. City Council may also impose conditions and/or require repayment terms after completion of the event. These events must meet the all requirements of the Special Event Policy, and must reimburse the City for any City costs in excess of this support level. Non-Profit Organizations must submit a current IRS 501 C3 Statement.

List the benefits provided by the event to the City of Ypsilanti (e.g., advertisement materials, ticket sales, park improvements, etc...)

This event includes education, speakers, vendors and encouragement on domestic violence in our community. Many patrons who attend are from the Washtenaw community and have never patronized the Perry School area. We hope to bring awareness to our entire community young and old. This is something that's not talked about or brought to the forefront enough.

How many days of park rental are requested to be waived?

1

Please describe the financial hardship (may include a list of the major operating expenses, financial obligations, etc...)

Our non profit is in business and we operate off of donations and monies out of our own pockets. We provide hot & cold beverages, donuts, speakers, dj, tshirts and exercise instructor for those who attend.

When do you need to receive the funds?

09/30/2021

By typing my name below, I attest that this application represents my intent for the proposed event to the best of my knowledge. I am authorized to submit this application on behalf of the organization:

Applicant Full Name

Cherisa Allen

Date

08/11/2021



Event: Domestic Violence Walk

Saturday, October 2, 2021 from 7 a.m. to 1 p.m.

Location: Parkridge Park

Class 2 Event

Application fee	\$ 35.00
Park Rental	\$ 200.00
Capital Park Improvement	\$ -
Street Closure permit	\$ -
Street Closure security deposit	\$ -
Security Deposit	\$ 500.00
Utilities (Electricity)	\$ -
Sign permit	\$ -
Noise permit	\$ -
Non-refundable fees	\$ 235.00
Total Upfront Fees (permit and security deposit)	\$ 735.00

Class 2 Insurance Requirements

Insurance will be required for all Class 2 Events in the amount of \$250,000 per occurrence, naming the City of Ypsilanti as additionally insured. Property damage insurance may be required up to \$5,000.



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Wendy Estey
DATE: September 14, 2021
SUBJECT: Application for Co-sponsorship for the 2021 LOVE is the Answer Reconciliation Day

DESCRIPTION:

Application for Co-sponsorship for the 2021 LOVE is the Answer Reconciliation Day

SUMMARY:

The LOVE Is The Answer Reconciliation Day event organizer has requested that the city co-sponsor this year's event. According to the City's Special Events Policy, "the City may jointly sponsor certain events with other organizations when City Council determines that the event is of general interest to the public and advances the City's public image. The City will provide financial support to these events as determined in the annual budget appropriation. These events must meet the other requirements of the Special Events Policy and must reimburse the City for any costs in excess of the support level authorized by the budget appropriation."

The LOVE Is The Answer Reconciliation Day event is to be held Friday, September 17th at Riverside Park. The event is organized by The Ypsilanti Council of Elders (TYCOE). TYCOE is a group of community residents, leaders, educators, pastors, from various organizations and retirees that have come together to work with the National Association of African Americans in Human Resources to fulfill a five-year memorandum of understanding with Ypsilanti Community Schools to encourage, enrich, enable and empower the district to become all it can be.

The event will bring the police and larger community together to foster and enrich "community policing" in our city. It will serve as a time when the larger community can come together to enhance relationship building as people of all demographics work together to paint a mural that depicts LOVE and oneness. It will provide an opportunity for everyone to express love for their city and those that live here. It provides an opportunity for everyone to take the pledge: I pledge to LEARN about the people in my community, to unconditionally OPEN my heart to their needs as if they were all my immediate family members, to VOLUNTEER to be part of the solution in their life during both good and challenging times, and to EMPOWER everyone I meet to do the same as if our lives depended on each other. The event will benefit the city through advertisement and an increase in positive relationship between the police and community members. It is free to all. The city will receive a well-designed and painted mural that will be movable and could be used throughout the city to express the love and caring that is present in our residents. It will enhance and improve the city's perception throughout the county and even the state. It will provide

activities for children, book reading, face painting, free food for attendees as well as food and other vendors, along with a wellness table.

Operating expenses include cost of paint, truck rental (or the use of a city truck and driver) to transport wood panels and paint), food and the serving vendor, fees and services, wood for panels and materials for standing the panels, the artist's fees for artwork, water and miscellaneous items, and supplies for youth activities.

This resolution allows the City of Ypsilanti to lend support to this year's LOVE Is The Answer Reconciliation Day event organizer in their endeavors to promote the City of Ypsilanti as a friendly, safe and hospitable city with a long and notable historical heritage.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Proposed Resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2021-192
September 14, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti adopted a Special Events Policy, and pursuant to the policy, the City may co-sponsor an event if it is of general interest to the public and advances the City's public image; and

WHEREAS, this year the LOVE Is The Answer Reconciliation Day event will take place Friday, September 17th in Riverside Park; and

WHEREAS, the LOVE Is The Answer Reconciliation Day event organizer is requesting that the City be a co-sponsor of the 2021 event; and

WHEREAS, City Council agrees that becoming a co-sponsor of the 2021 LOVE Is The Answer Reconciliation Day event would be in the general interest of the public and advance the City's public image;

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the request to be a sponsor of the 2021 LOVE Is The Answer Reconciliation Day event in the amount of \$2,440.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 14 day of September 2021

#Resolution No. 2021-192



SPECIAL EVENT APPLICATION

Contact Information

Applicant/ Organization's Name	Lois Allen-Richardson - TYCOE, The Ypsilanti Council of Elders		
Street Address	1055 Jefferson		
City	Ypsilanti	State	MI
Zip Code	48197		
Phone	734-972-3673	Fax	
Organization Website			
Form of Ownership	Nonprofit		
Applicant Organization is	☐ Located or resident of the City ☐ Nonresident		
Brief Description of Organization or Applicant (350 characters or less)	TYCOE is a group community residents, leaders, educators, pastors, from various organizations and retirees that have come together to work with the NAAAHR to fulfill a five year MOU with YCS to encourage, enrich, enable and empower the district to become all it can be. The leading elders are Nat Alston, President Emeritus and Founder of NAAAHR and		

(City of Ypsilanti Special Events Policy, Section 2.1)

Person(s) Principally Responsible for Event	Lois Allen-Richardson		
Title	Mayor		
Contact Number	734-972-3673	E-mail	missionarylois@gmail.com

Best method to receive written notices ☐ E-mail
☐ First Class Mail

Mailing address to receive written notices 1055 Jefferson
48197

Event Details

(City of Ypsilanti Special Events Policy, Section 2)

Event Title L.O.V.E. is the Answer GLObal Day of Reconciliation

Event Date(s) September 17, 2021
If consecutive days, list all

Will it be a recurring event weekly, biweekly, monthly, etc? ☐ Yes
☐ No

If recurring, how often?

Proposed Location Riverside Park

Event set up time 10:00

Event start time 2:00

Additional days required for set up

Event end time 6:00

Event break down time After 6:00

Additional days required for clean up

Has this event occurred in Ypsilanti before? ☐ Yes
☐ No

Is this an annual event expected to occur next year? ☐ Yes
☐ No

Would you like to reserve an event date for next year? ☐ Yes
☐ No

Proposed event date for next year

Note: If an event will run recurrently, the City may issue one permit per month so long as the event will run for 30 days or longer (for weekly events), 60 days or longer (for biweekly events), or 90 days or longer (for monthly events).

Type of Event
(check all that apply)

- | | |
|--|--|
| ☐ Parade | ☒ Festival |
| ☐ Athletic Event (run, walk, etc) | ☐ Concert |
| ☒ Co-Sponsored | ☒ Non-Profit |
| ☐ For-Profit | ☐ Political or Ballot Issue |
| ☐ Wedding | |
| ☒ Other | |

Pavilion Rental: (City of Ypsilanti Special Events Policy, Section 5.2)

Pavilion Rental ☐ Yes
☐ No

Pavilion Location

Will the Pavilion be open to the public? ☐ Yes (Class 2 Events)
☐ No (Class 1 Events)

Gazebo Rental (Riverside Park): (City of Ypsilanti Special Event Policy, Section 5.2)

Gazebo Rental ☐ Yes
☐ No

Total hours requested ☐ Two (2) hours or less
☐ Over two (2) hours

Event Classification and Requirements

Event Category (City of Ypsilanti Special Events Policy, Section 3)

Note: All events held in Riverside or Frog Island park are automatically categorized as Class 3 or Class 4

Event Class Category

Total # of Participants Expected

Full Description & Purpose of Event (include all activities, attach additional documents if necessary)

The event is to bring the community together to paint a L.O.V.E. is the Answer mural we would like displayed in the park. It will be painted on movable panels that can be displayed in different areas of the city throughout the year. There will be wellness tables displaying wellness items, a COVID testing site as well as a vaccination site as well as 501c3 agencies. We hope to have several activities for children, book reading, face painting, etc., free food for attendees as well as food vendors, as well as other vendors are welcome.

The ultimate goal is to bring the police and community together **expressin** LOVE.

Security Deposit (City of Ypsilanti Special Events Policy, Sections 2.5 and 3)

(check all that apply)

Select Event Class ☐ Class 1 Event (\$100) ☐ Class 2 Event (\$500)
☐ Class 3 Event (\$1000) ☐ Class 3a Event (\$2000)
☐ Class 4 Event (\$5000) ☐ Class 4a Event (\$6000)

Gazebo Rental ☐ \$100

Pavilion Rental ☐ \$100 (Not Open to Public)
☐ \$500 (Open to Public)

Street Closure ☐ \$500

Note: Permit and utility fees may also be required up front with the security deposit.

Food (City of Ypsilanti Special Events Policy, Section 3.5)

Will any food be prepared, distributed, or sold at event? ☐ Yes ☐ No

Note: If food will be prepared on site, distributed or sold each vendor must apply for and receive a permit from the Washtenaw County Environmental Health Department, 705 Zeeb Rd, PO Box 8645, Ann Arbor, or (734) 222-3800.

Alcohol (City of Ypsilanti Special Events Policy, Section 3.6)

Will alcohol be served? ☐ Yes ☐ No

If yes, please attach a copy of your Liquor Control Permit and proof of liquor liability insurance in the amount of \$1,000,000 naming the City of Ypsilanti as additionally insured is required.

Alcohol Training- The City requires that all event staff handling alcohol receive appropriate training.

Is your event staff trained to handle alcohol? ☐ Yes ☐ No

If no, when will your event staff be trained?

Describe how event staff is trained, or will be trained, to handle alcohol

How will persons of legal driving age be identified? ☐ 21+ only event

☐ Wristbands

☐ Hand stamps

☐ Other

Parking (City of Ypsilanti Special Events Policy, Section 4.1)

Please attach a detailed description of the parking available in the area surrounding your event and how you intend to direct attendees to parking (signage is recommended).

Will your event use public lots? ☐ Yes ☐ No

Note: The City does not permit paid parking in any public lots without a license

Will your event use private lots? ☐ Yes ☐ No

Note: Written authorization from the property owner is required and must be attached if using school, church, or other private parking lots

Are you requesting unlimited parking or capped meters? ☐ Yes ☐ No

Please list why unlimited parking is being requested, and the specific locations

Not really sure if excessive parking would be needed.

Street Closure (City of Ypsilanti Special Events Policy, Sections 3.7 and 4.1)

Does your event require a street closure? ☐ Yes
☒ No

List the local street(s) you would like closed, including cross streets

Note: Local street closure permits are \$200/per street/per day

List the major street(s) you would like closed, including cross streets

Note: Major street closure permits are \$1,000/per street/per day

Note: Insurance will be required for all Street Closures in the amount of \$250,000 per occurrence, naming the City of Ypsilanti as an additional insured.

Event Map (City of Ypsilanti Special Events Policy, Section 4.1)

Does your event require an Event Map? ☐ Yes
☐ No

Note: If your event will serve alcohol, use streets and/or sidewalks (walk, run, etc), or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots requested to be blocked off

Event Signs (City of Ypsilanti Special Events Policy, Section 4.2)

Are event signs required? ☐ Yes ☐ No

Please describe the proposed size and location for event signs

Security (City of Ypsilanti Special Events Policy, Section 4.3)

Will your event have private security? ☐ Yes
☐ No

Will your event have volunteer security/crowd control services? ☐ Yes
☐ No

List the name and contact information for the private security company

Describe your plan for ejecting unruly/disorderly persons from the event

Note: The Police Department may require private bonded security for events. The City will assign police officers as necessary and charge the permit holder for these services. The need for private security and/or police officers will be determined at or before the pre-event meeting. The numbers will be determined by the Police Department liaison.

Temporary Apparatus (City of Ypsilanti Special Events Policy, Section 4.1)

Will your event include any of the following ? (check all that apply)

☐ Tents	☐ Portable stage(s)	☐ Fencing
☐ Portable lights	☐ Bleachers	☒ Portable tables
☐ Grills		

Note: Please include placement of all apparatus listed above in your attached event site plan. Bleachers, benches, picnic tables, and charcoal grills are available for rental in City parks.

Noise (City of Ypsilanti Special Events Policy, Section 3.8)

Will amplified sound be used at the event? ☐ Yes ☐ No

List the days and times sound will be used

What type of sound will be at the event? (check all that apply)

☒ P.A. System	☐ Live Band	☒ Disc Jockey
☐ Stereo Equipment		
☐ Other		

Note: Event coordinators are responsible for ensuring compliance with permissible noise levels. Please review the Special Events Policy to determine if a noise permit is required for your event.

Restrooms (City of Ypsilanti Special Events Policy, Section 4.1)

Does your event require restroom facilities? ☐ Yes ☐ No

If yes, how many portable restrooms are you supplying?

Note: No city parks have restroom facilities; Riverside park is the only city park with water service available.

Trash (City of Ypsilanti Special Events Policy, Section 4.1)

Do you intend to provide your own trash receptacles? ☐ Yes ☐ No

If yes, how many trash receptacles do you intend to provide?

Provide the trash disposal plan for your event

Note: Waste Management sells event trash boxes (55 gallons each, 1 box is equal to ¼ cubic yard). You can contact them at 1-800-796-9696.

Site Restoration (City of Ypsilanti Special Events Policy, Section 4.4)

Note: Site restoration and equipment removal are required by 1:00 p.m. the day following your event.

Do you agree to restore the the ☐ Yes
location(s) to the condition in ☐ No
which you found it?

Insurance (City of Ypsilanti Special Events Policy, Sections 1.4 and 3)

Have you reviewed the prerequisite insurance requirements for your event and agree to submit proof of liability and/or property damage insurance with your application?

☐ Yes
☐ No

City Services & Equipment

Permits

Permits required for your event
(check all that apply)

- | | |
|---|--|
| ☒ Electricity | ☒ Water |
| ☐ Street Closure Permit | ☐ Noise Permit |
| ☒ Food Permit | ☐ Right of Way Permit |
| ☐ Temporary sign permit | |
| ☐ Other | <input type="text"/> |

City Services Requested (City of Ypsilanti Special Events Policy, Section 5.1)

- Check all that apply:
- | | |
|--|---|
| ☐ Uniformed Police Officers | ☒ Volunteer Service Corps |
| ☐ Event Planning Meetings | ☐ Traffic Control Plan |
| ☐ Parade Route | ☐ Walk/Run Route |
| ☐ Building Inspection | ☐ Fire Inspection |

City Equipment Requested (City of Ypsilanti Special Events Policy, Section 5.3)

Check all that apply:

- | | |
|--|---|
| ☐ Electricity | ☐ Water Hook-Up |
| ☐ Street/Lot Sweeping | ☐ Fence Installation |
| ☐ Traffic Control Devices | ☐ Dumpsters |
| ☐ Generator | ☐ Bleachers |
| ☐ Picnic Tables | ☐ Benches |

Attestation (City of Ypsilanti Special Events Policy, Attachment D)

As applicable to event, applicant understands and agrees to comply with City ordinances and rules governing events and agrees to make final payment within thirty (30) days after the scheduled event invoice is received for any additional services required. Failure to comply within thirty (30) days shall place the applicant in default status. Further, it is understood that in the event a permit holder is placed in default status, the permit holder will be denied any other event permit(s) for a period of at least eighteen (18) months from the date of final payment and/or default resolution.

I hereby agree to comply with all Federal and State Statutes and with all City of Ypsilanti Ordinances, including the curfew and noise ordinances. I understand and agree that in the event any nuisance or disturbances are caused by the individuals attending the event, the use of the location may be terminated without prior notice by the Police Chief or the City Manager or their designee. I authorize the Fire Marshal to determine the maximum number of persons who may attend this event based on available space. Further, I understand and agree to abide by any additional City requirements that may be deemed necessary to safely operate the proposed event.

By typing my name below, I attest that this application represents my intent for the proposed event to the best of my knowledge. I am authorized to submit this application on behalf of the organization:

Applicant Full Name

Date

Special Events Sponsorship & Financial Hardship Request



Please complete the form below. The City may provide support to Special Events on the following basis:

- Merit of the request
- Request is received no less than 30 days prior to the event
- Funds are budgeted and available to support the event

Event Name

Global L.O.V.E. Is the Answer Reconciliation Day (3rd Annual Day)

Event Start Date

9/17/21

Event Location

Riverside Park

Event Organizer

Lois Allen-Richardson and TYCOE. - The Ypsilanti Council of Elders

Event Contact Person

First name:

Lois

Last name:

Allen-Richardson

Phone number:

734-972-3673

E-mail:

missionarylois@gmail.com

Is your organization a non-profit or public tax-exempt organization as defined under Section 501(c)(3) of the Internal Revenue Code?

☐ Yes

☒ No

How is this event of general interest to the public?

This event will bring the police and larger community together in an effort to foster and enrich "community policing" in our city. It will also serve as a time when the larger community can come together to enhance relationship building as people of all demographics work together to paint a mural that depicts LOVE and oneness. It will provide an opportunity for residents from all neighborhoods to come together to meet someone new. It provides an opportunity for everyone to express love for their city and those that live here. It provides an opportunity for everyone to take the pledge- I pledge to LEARN about the people in my community, to unconditionally OPEN my heart to their needs as if they were all my I meditate family members, to VOLUNTEER to be part of the solution in their life during both good and challenging times, and to EMPOWER everyone I meet to do the same as if our lives depended on each other. It will provide activities for children and wellness table.

Is your organization requesting City Co-Sponsorship or a Financial Hardship waiver?

- ☒ City Co-Sponsorship
☐ Financial Hardship Waiver

City Co-Sponsorship: The City may jointly sponsor certain events with other organizations when City Council determines that the event is of general interest to the public and advances the City's public image. The City will provide financial support to these events as determined in the annual budget appropriation. These events must meet the other requirements of the Special Events Policy, and must reimburse the City for any costs in excess of the support level authorized by the budget appropriation [reference City of Ypsilanti Special Events Policy, Section 1.3(b)]

Financial Hardship Waiver (only applicable for non-profit corporations): City may, in its discretion, contribute the park rental fee to assist other Special Events operated by non-profit organizations with good cause shown or hardship (See City Code Section 10-270). For the purposes of this policy, good cause or hardship may be demonstrated by startup organizations, charitable events, or any other reasonable cause for lacking in operating capital.

Park fee contributions must be approved by City Council no less than 30 days prior the event. City Council may, in its discretion, waive park rental on a per day basis, up to three (3) days. City Council may also impose conditions and/or require repayment terms after completion of the event. These events must meet the all requirements of the Special Event Policy, and must reimburse the City for any City costs in excess of this support level. Non-Profit Organizations must submit a current IRS 501 C3 Statement.

List the benefits provided by the event to the City of Ypsilanti (e.g., advertisement materials, ticket sales, park improvements, etc...)

The event will benefit the city through advertisement; an increase in positive relationship between the police and community members; the event is free to all; the city will receive a well designed and painted mural that will be movable and could be used throughout the city to express the love and caring that is present in our residents, and we do have caring people in our city. The benefits will be far greater than monetary. It will enhance and improve the city's perception throughout the county and even the state.

How many days of park rental are requested to be waived?

1

Please describe the financial hardship (may include a list of the major operating expenses, financial obligations, etc...)

The operating expenses include cost of paint, truck rental (or the use of a city truck and driver) to transport wood panels and paint). Cost of food and the serving vendor. Cost of fees and services. We expect some sponsors for paint and paint supplies. Cost of wood for panels and materials for standing the panels. The artist's fees for art work. Cost for water and miscellaneous items. Cost of supplies for youth and children activities.

When do you need to receive the funds?

September 15th

By typing my name below, I attest that this application represents my intent for the proposed event to the best of my knowledge. I am authorized to submit this application on behalf of the organization:

Applicant Full Name

Lois E. Richardson

Date

9/1/21

Submit



Event: L.O.V.E. Is The Answer

Date: Friday, September 17, 2021 from 10:00 a.m.-6:00 p.m.

Location: Riverside Park

Class 3

Application fee	\$	35.00
Park Rental	\$	400.00
Capital Park Improvement	\$	750.00
Street Closure permit	\$	-
Street Closure security deposit	\$	-
Security Deposit	\$	1,000.00
Utilities (Electricity and Water)	\$	155.00
Sign permit	\$	-
Noise permit	\$	100.00
Non-refundable fees	\$	1,440.00
Total Upfront Fees (permit and security deposit)	\$	2,440.00

Class 3 Insurance Requirements

Insurance will be required for all Class 3 Events in the amount of \$1,000,000 per occurrence, naming the City of Ypsilanti as additionally insured.



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Bonnie Wessler
DATE: September 14, 2021
SUBJECT: Parking Fees- Fee Schedule clarification/update

DESCRIPTION:

Parking Fees- Fee Schedule clarification/update

SUMMARY:

Due to changes to the program, there have been several updates to the fee schedule regarding parking. This has led to several typographical issues with the "main" fee schedule document. For the sake of clarity, the Clerk has requested that we affirm that the attached is the correct and current fee schedule with all adopted modifications, including the Residential CBD fee reduction to \$150 (annual)/57.50 (quarterly) from the proposed \$300/115 and the removal of income-based reductions for the time being. This also clarifies which permit fees are prorated and which are not, renames the previous "Washington Lot only" pass to "Discount Downtown Permit" to align with the inclusion of the South Huron lot, and eliminates a typographical error duplicating the fees associated with the Residential Parking Permit.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Adopted fee schedule for parking permits with typographical errors; updated and simplified fee schedule for parking permits

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2021-194
September 14, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the parking permit fee schedule has been amended since adoption; and

Whereas, complexity of the document has led to formatting errors and potentially misleading alignment & duplication issues; and

Whereas, it is in the best interests of the community to present a clear and accurate fee schedule document;

Now therefore be it resolved that the Ypsilanti City Council adopt the attached fees for parking permits labelled "Corrected & Simplified Fee Schedule" in lieu of the fees and structure labelled "Formatted Fee Schedule as of 9/8/2021."

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 14 day of September 2021

#Resolution No. 2021-194

Corrected & Simplified Fee Schedule	
Permits	
Replace lost physical pass(es)	25
Residential parking permit fee <i>not prorated</i>	
each permit <i>(no limit per household)</i>	40
renewal	25
first visitor pass	0
second visitor pass	25
Service/Landlord Vehicle Pass	100
Contractor service pass (weekly)	25
Downtown employee parking (CBD employee parking) <i>prorated monthly</i>	
for 4 months	115
for 1 year	300
annual renewal	275
Downtown resident parking (CBD resident parking) <i>prorated monthly</i>	
for 4 months	57.50
for 1 year	150
Discount Downtown Permit (employee or resident) <i>prorated monthly</i>	
for 4 months	60
for 1 year	150
annual renewal	135

Formatted Fee Schedule as of 9/8/2021

	Traffic and Vehicle Fees	21/22	
102-104 (a) (3)	Service/Landlord Vehicle Pass [Service Vehicle Pass: landlords/contractors like ATT, Comcast]		100
102-104 (a) (3)	Contractor service pass (weekly)		25
102-132	Downtown employee parking (CBD employee parking)		
	for 4 months		115
	for 1 year		300
	annual renewal		275
102-132	Parking permit fee for residents in C district (CBD resident parking) prorated monthly		
	for 4 months		57.5
	for 1 year		150
102-105 (d)	Residential parking permit fee		33
	each permit (<i>no limit per household</i>)		40
	renewal		25
	first visitor pass		0
	second visitor pass		25
	Washington Street Lot Only		
	for 4 months		60
	for 1 year		150
	annual renewal		135
	Replace lost physical pass(es)		25
	Online payment fees and credit card fees are set by contract with the vendor.		



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ron Akers
DATE: September 14, 2021
Budget Amendment for Additional Trash Fees related to the June 25-16
SUBJECT: Flooding

DESCRIPTION:

Budget Amendment for Additional Trash Fees related to the June 25-16 Flooding

SUMMARY:

On June 25-26 the City of Ypsilanti received approximately 6-7" of rainfall causing approximately 150-200 homes in the College Heights and Normal Park neighborhoods to have basement flooding. In response to this city staff was able to reach out to our trash contractor and waive our trash collection limits for a two-week period spanning the weeks of June 28, 2021 and July 5, 2021. An additional 134.5 tons of trash was collected above our weekly averages of waste and we were billed an additional amount for this service as the trash companies took on additional disposal fees and overtime to collect the flood waste placed at the curb. The additional billings for our flood response totaled \$16,915.25. These additional expenses were not originally budgeted and due to this staff is requesting a budget amendment to accommodate this additional emergency expense in the budget.

Staff is requesting line item 226-7-5210-818-00 be increased from \$505,000 to \$522,000 to reflect this adjustment. This line item includes the expenditures from the City's solid waste collection contract with Stevens Recycling, fees for resident brush drop off at the Ypsilanti Township Compost Center, and our Public Services dumpster removal by GFL. I look forward to any questions that council may have regarding this request.

RECOMMENDED ACTION:

Staff recommends City Council approves a budget amendment for account 226-7-5210-818-00 to increase the budgeted amount from \$505,000 to \$522,000 to accommodate the additional solid waste collection expenses from the June flooding.

ATTACHMENTS: Steven's Invoices

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2021-195
September 14, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the June 25-26 storms caused several basements in the City to flood; and,

WHEREAS, City staff responded to the emergency by waiving trash collection limits for a two week period from June 28, 2021 to July 9, 2021; and,

WHEREAS, the City has incurred approximately \$17,000 in additional expenses due to this; and,

WHEREAS, the emergency expenditure was necessary to ensure the safe removal of flood damaged solid waste from impacted areas;

NOW THEREFORE BE IT RESOLVED THAT that City Council approved a budget amendment for account 226-6-5210-818-00 to increase the total expenditure line item from \$505,000 to \$522,000 to accommodate the additional solid waste collection fees.

OFFERED BY: _____

SECONDED BY: _____

YES:

NO:

ABSENT:

VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 14 day of September 2021

#Resolution No. 2021-195

CITY OF YPSILANTI
COUNCIL APPROVED BUDGET REPORT
AS OF: JUNE 30TH, 2021

226-GARBAGE & RUBBISH COLLECT
ENV.SERVICES-ADMIN

	ACTUAL 2019/2020	BUDGET 2020/2021 C1	YTD ACTUAL 2020/2021	AMENDED BUDGET 2020/2021 C3	ORIGINAL BUDGET 2021/2022 C2	AMENDED BUDGET 2021/2022 C4
<u>EXPENDITURES</u>						
<u>EXPENDITURES</u>						
226-7-5210-706-00 PERMANENT WAGES - SALARIES	1,790	8,134	415	8,134	8,319	8,919
226-7-5210-709-00 OVERTIME	130	0	0	0	0	0
226-7-5210-714-02 WORKERS COMPENSATION	103	163	457	163	166	178
226-7-5210-714-05 SOCIAL SECURITY & MEDICARE	377	622	1,317	622	636	682
226-7-5210-714-07 EE SHARE - HEALTH CARE PREMIUM(	255) (	339) (	10) (	339) (	345) (	345)
226-7-5210-714-08 HEALTH CARE COSTS - BLUE CROSS	2,020	1,847	1,338	1,847	1,976	1,976
226-7-5210-714-16 HEALTH CARE WAIVERS	209	269	81	269	269	269
226-7-5210-714-17 DENTAL	99	456	43	456	465	465
226-7-5210-714-18 OPTICAL	12	25	8	25	0	0
226-7-5210-714-19 LIFE INSURANCE	61	97	35	97	95	95
226-7-5210-714-22 LONG TERM DISABILITY	16	122	8	122	126	126
226-7-5210-714-24 HEALTH CARE SAVINGS PLAN	119	17	0	17	17	17
226-7-5210-714-30 HSA CONTRIBUTION	507	520	13	13	520	520
226-7-5210-714-31 MERS CONTRIBUTION 401A 7%	66	0	37	0	0	0
226-7-5210-721-00 MAINTENANCE ALLOWANCE	77	0	77	0	0	0
226-7-5210-807-00 AUDIT FEES	1,604	2,500	1,609	2,500	2,575	2,575
226-7-5210-818-00 CONTRACTUAL SERVICES	463,486	475,000	425,175	485,000	490,000	505,000
226-7-5210-943-00 EQUIPMENT RENTAL OR LEASE DEP	20	0	0	0	0	0
226-7-5210-958-00 MEMBERSHIPS AND DUES	0	400	200	400	400	400
TOTAL EXPENDITURES	470,439	489,833	430,801	499,326	505,219	520,877
EXPENSE- ENV.SERVICES-ADMIN	470,439	489,833	430,801	499,326	505,219	520,877
REVENUE OVER/(UNDER) EXPENDITURES	(470,439) (	489,833) (	430,801) (	499,326) (	505,219) (	520,877)
	=====	=====	=====	=====	=====	=====

Stevens Disposal & Recycling Service



STEVENS STOP & GO PORTABLE TOILETS
P.O. Box 500
Temperance, MI 48182
(734) 856-8451 • (734) 279-2611 • (800) 779-0344

Invoice No. 789242
Invoice Date 7/13/2021
Account No. CMR0104

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VARIOUS LOCATIONS
YPSILANTI

EMAIL

Please provide your Email Address: _____

Amount of
Remittance



PLEASE RETURN TOP PORTION WITH REMITTANCE

Customer Order No.	Service From 7/5/2021	Service To 7/9/2021	Payment is due the 1st of the Month. A \$15.00 late fee or 5% of total (whichever is more) will be applied to all late monthly invoices.	
Qty.	Date of Service	Description of Services	Unit Price	Total
	7/13/2021	SEWER CLEAN UP 54.45 TONS X \$125/TON		\$6,806.25
APPROVED BY: _____ VENDOR #: 5334 ✓ INVOICE #: 789242 ✓ DESCRIPTION: sewer Clean Up ACCOUNT #: 226-7-5210-818-00 ✓ ACCOUNT #: _____ Req# 19-06901 ✓ ACCOUNT NUMBER CMR0104 SERVICE NAME VARIOUS LOCATIONS SERVICE ADDRESS VARIOUS LOCATIONS YPSILANTI				

Stevens Disposal & Recycling Service Inc.



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P.O. Box 500
Temperance, MI 48182
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\$6,806.25 ✓

Pay online @ www.stevensdisposal.com

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P.O. Box 500
Temperance, MI 48182
(734) 856-8451 • (734) 279-2611 • (800) 779-0344

Invoice No. 794492
Invoice Date 8/20/2021
Account No. CMR0104

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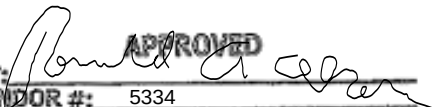
CMR0104
CITY OF YPSILANTI
VARIOUS LOCATIONS
YPSILANTI

Please provide your Email Address: _____



PLEASE RETURN TOP PORTION WITH REMITTANCE

Amount of
Remittance

Customer Order No.		Service From	Service To	Payment is due the 1st of the Month. A \$15.00 late fee or 5% of total (whichever is more) will be applied to all late monthly Invoices.	
		8/20/2021	8/20/2021		
Qty.	Date of Service	Description of Services		Unit Price	Total
	8/20/2021	983 MADISON EXTRAS			\$100.00
		BY:  APPROVED VENDOR #: 5334 INVOICE #: 794492 DESCRIPTION: FLOOD DEBRIS CLEAN UP ACCOUNT #: 226-7-5210-818-00 ACCOUNT #: REQ#: 19-07196			
ACCOUNT NUMBER		CMR0104			
SERVICE NAME		VARIOUS LOCATIONS			
SERVICE ADDRESS		VARIOUS LOCATIONS YPSILANTI			

Stevens Disposal & Recycling Service Inc.



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Temperance, MI 48182
(734) 856-8451 • (734) 279-2611 • (800) 779-0344

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\$100.00

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STEVENS STOP & GO PORTABLE TOILETS

P.O. Box 500
Temperance, MI 48182
(734) 856-8451 • (734) 279-2611 • (800) 779-0344

Invoice No. 794473
Invoice Date 7/1/2021
Account No. CMR0104

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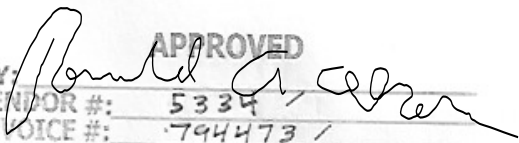
CMR0104
CITY OF YPSILANTI
VARIOUS LOCATIONS
YPSILANTI

Please provide your Email Address: _____



PLEASE RETURN TOP PORTION WITH REMITTANCE

Amount of
Remittance

Customer Order No.		Service From	Service To	Payment is due the 1st of the Month. A \$15.00 late fee or 5% of total (whichever is more) will be applied to all late monthly invoices.	
		7/1/2021	7/1/2021		
Qty.	Date of Service	Description of Services		Unit Price	Total
	7/1/2021	SEWER CLEAN UP 80.08 TONS X \$125/TON			\$10,010.00
		APPROVED BY:  VENDOR #: 5334 / INVOICE #: 794473 / DESCRIPTION: Sewer Clean Up 7/1/21 ACCOUNT #: 226-7-5210 818-00/ ACCOUNT #: REG # 19-07192/			
ACCOUNT NUMBER		CMR0104			
SERVICE NAME		VARIOUS LOCATIONS			
SERVICE ADDRESS		VARIOUS LOCATIONS YPSILANTI			

Stevens Disposal & Recycling Service Inc.



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P.O. Box 500
Temperance, MI 48182
(734) 856-8451 • (734) 279-2611 • (800) 779-0344

Please Pay
This Amount

\$10,010.00

Pay online @ www.stevensdisposal.com

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Citizen Advisory Boards and Commissions Participation Resume

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.

Qualifications

Must be a resident/business owner in the city for at least two years. Or Council must determine your expertise is essential and not available in an applicant that meets the qualifications above. Must be eligible to vote in the state if not applying for youth membership.

Name	melvin parson
Email Address	
Address	
City	Ypsilanti
State	Michigan
Zip Code	48197
Phone Number	
Number of Years in the Community	17
Ward You Live In	1
Education	BSW, Social Work
Occupation	Executive Director
Employer	We The People Opportunity Farm
Are you applying for youth membership?	No
Are you registered to vote in the City of Ypsilanti?	Yes

I would like to be considered and could devote sufficient time to serve on the following board or commission:

Ypsilanti Housing Commission

Party Affiliation

Field not completed.

Field not completed.

Why are you interested in serving on these boards/commissions?

I am a resident in New Parkridge Homes and have been on the frontline of working to create a safe and harmonious living condition where I reside. I also understand the trauma that folks face (sometimes generationally) from living in unsafe and uncared for environments. I am committed to finding a sustainable positive outcome and I am committed to Ypsilanti

Work/volunteer experience related to the board or commission:

None

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

Email not displaying correctly? [View it in your browser.](#)

Citizen Advisory Boards and Commissions Participation Resume

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Qualifications

Must be a resident/business owner in the city for at least two years. Or Council must determine your expertise is essential and not available in an applicant that meets the qualifications above. Must be eligible to vote in the state if not applying for youth membership.

Name	Anthony Williamson
Email Address	██████████
Address	██████████
City	Ypsilanti
State	Michigan
Zip Code	48197
Phone Number	██████████
Number of Years in the Community	25
Ward You Live In	N/A
Education	Master Degree Eastern Michigan University
Occupation	Socialworker
Employer	Washtenaw Community College
Are you applying for youth membership?	No
Are you registered to vote in the City of Ypsilanti?	No

I would like to be considered and could devote sufficient time to serve on the following board or commission:

Ypsilanti Housing Commission

Party Affiliation

Field not completed.

Field not completed.

Why are you interested in serving on these boards/commissions?

Increase involvement in matters that promote social and community growth through active participation.

Work/volunteer experience related to the board or commission:

I have been involve in an array of volunteer and grass roots activities throughout Washtenaw County. Most efforts resonate on the south east end of the county and the southside of Ypsilanti specifically.

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

Email not displaying correctly? [View it in your browser.](#)

Citizen Advisory Boards and Commissions Participation Resume

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.

Qualifications

Must be a resident/business owner in the city for at least two years. Or Council must determine your expertise is essential and not available in an applicant that meets the qualifications above. Must be eligible to vote in the state if not applying for youth membership.

Name	Michael Simmons
Email Address	████████████████████
Address	████████████████
City	Ypsilanti
State	MI
Zip Code	48197
Phone Number	██████████
Number of Years in the Community	40+
Ward You Live In	1
Education	Master Wayne State University
Occupation	Guest Teacher
Employer	Currently unemployed.
Are you applying for youth membership?	No
Are you registered to vote in the City of Ypsilanti?	Yes

I would like to be considered and could devote sufficient time to serve on the following board or commission:

Ypsilanti Housing Commission

Party Affiliation

Field not completed.

Field not completed.

Why are you interested in serving on these boards/commissions?

Since being the Project Assistant for the neighborhood preservation program for ward one, quite some time ago, I oversaw the rehabilitation of many homes in this ward. The current street lights you see on Monroe, Madison and Jefferson Street was a result of the NPP program. I was very instrumental in getting the grant re-funded. I have been apart of the Ypsilanti Community all my life as I was born here and would love to be apart of shaping the City of Ypsilanti housing stock as well as its community. I think I could be an asset to the board given my past endeavors and my future aspirations.

Work/volunteer experience related to the board or commission:

Commissioner, Ypsilanti Planning Commission.
Former Mediator Washtenaw County Dispute Resolution Center.

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

Email not displaying correctly? [View it in your browser.](#)



**CITY OF YPSILANTI
BOARDS AND COMMISSIONS
CITIZEN PARTICIPATION RESUME**

You must be a resident to be eligible to serve on a
City of Ypsilanti Board or Commission.

NAME:

Edward Robinson

ADDRESS:

Ypsilanti MI 48197

Number of years in the community: 44 Ward you live in: _____

HOME PHONE: _____ Call: A.M. or P.M. (please circle)

CELL PHONE: _____ WORK PHONE: _____

EMAIL ADDRESS: _____

EDUCATION: Graduated from Ypsilanti High School in 1995

Went to WCC with 60 credits.

CURRENT OCCUPATION: Unemployed at the moment

CURRENT EMPLOYER: _____

1. I would like to be considered and could devote sufficient time to serve on the following Board(s) or Commission(s) in order of preference:

a) Housing Commission b) Human Relations

2. Why are you interested in serving on these boards/commissions?

I have been in the city all my life, I have and still live in the southside. I care about my city and want to be involved in what's going on.

3. Please indicate experience and/or qualifications that would help make you an effective member of each board for which you have applied.

WORK/VOLUNTEER EXPERIENCE: My experience as a UAW Bargain Rep and UAW chairman was my passion. I was a voice for the people and made sure I did what was best for them
I understand that appointment to a City of Ypsilanti Board or Commission requires regular attendance at board meetings.

SIGNATURE: _____

DATE: 7/12/21

(Return completed form to: City Clerk's Office, 1 S. Huron Street, Ypsilanti, MI 48197)



September 1, 2021

DR-4607-MI NR-022

FEMA News Desk: 312-408-4455, FEMA-R5-news-desk@fema.dhs.gov

News Release

September is National Preparedness Month; FEMA Reminds Families to Prepare and Protect Loved Ones

CHICAGO – Each September, FEMA's National Preparedness Month reminds us how important it is to be prepared for any type of disaster risk, whether it be severe storms and flooding like southeast Michiganders experienced in late June, or even a pandemic like COVID-19.

"This month, FEMA is focused on raising awareness about how to protect those you love against disasters that may threaten your community," said Scott Burgess, FEMA's federal coordinating officer for southeast Michigan's disaster recovery operation. "Our goal is to empower individuals and families—especially those who have been traditionally underserved and marginalized— to take simple steps to prepare for those risks."

The 2021 theme, "Prepare to Protect," highlights how preparing for disasters protects everyone you love. Each week in September, the campaign will focus on a different aspect of preparedness for individuals, families and communities.

Week 1, Sept. 1-4: Make A Plan

Talk to your friends and family about how you will communicate before, during, and after a disaster. Make sure to update your plan based on the Centers for Disease Control recommendations due to the coronavirus.

Week 2, Sept. 5-11: Build A Kit

Gather supplies that will last for several days after a disaster for everyone living in your home. Don't forget to consider the unique needs each person or pet may have in case you have to evacuate quickly. Update your kits and supplies based on recommendations by the Centers for Disease Control.

Week 3, September 12-18: Low-Cost, No-Cost Preparedness

Limit the impacts that disasters have on you and your family. Know the risk of disasters in your area. Learn how to make your home stronger in the face of storms and other common hazards. Check your insurance coverage to make sure it is up to date. Ensure that you and your family are vaccinated against COVID-19.

Week 4, September 19-25: Teach Youth About Preparedness

Talk to your kids about preparing for emergencies and what to do in case you are separated. Reassure them by providing information about how they can get involved.

For more information on FEMA's National Preparedness Month, visit www.ready.gov/september. For more information about the disaster recovery operation in southeast Michigan, visit www.fema.gov/disaster/4607.

###

Disaster recovery assistance is available without regard to race, color, religion, nationality, sex, age, disability, English proficiency, or economic status. Reasonable accommodations, including translation and American Sign Language interpreters via Video Relay Service will be available to ensure effective communication with applicants with limited English proficiency, disabilities, and access and functional needs. If you or someone you know has been discriminated against, call FEMA toll-free at 800-621-3362 (including 711 or Video Relay). If you are deaf, hard of hearing or have a speech disability and use a TTY, call 800-462-7585.

FEMA's mission is helping people before, during, and after disasters.

Sec. 30-549. - Article review; termination.

This article shall be revisited and reviewed by city council after adoption. If not renewed by city council, this article shall terminate three years after adoption and shall not be enforceable.

([Ord. No. 1325](#), § 1, 9-11-2018)



Resolution No. 2021-196
September 14, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council Meeting be adjourned, on call, by the Mayor or three (3) members of Council.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
14 day of September 2021

#Resolution No. 2021-196