1. City Council Regular Meeting Agenda

   Documents: 04-26-13 AGENDA.PDF

2. City Council Regular Meeting Packet

   Documents: 04-26-13 PACKET.PDF

CITY OF YPSILANTI
SPECIAL COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197

FRIDAY, APRIL 26, 2013
7:30 A.M.

I. CALL TO ORDER –

II. ROLL CALL –

Council Member Moeller	P A	Council Member Robb	P A
Council Member Jefferson	P A	Council Member Vogt	P A
Council Member Murdock	P A	Mayor Schreiber	P A
Mayor Pro-Tem Richardson	P A		

III. INVOCATION –

IV. PLEDGE OF ALLEGIANCE –

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

VI. INTRODUCTIONS –

VII. AUDIENCE PARTICIPATION-

VIII. RESOLUTIONS/MOTIONS/DISCUSSIONS

1. Resolution 2013-071, to approve Memorandum of Understanding with Baruzzini General Contractors regarding Rutherford Pool

IX. REMARKS BY THE MAYOR –

X. ADJOURNMENT –

Resolution No. 2013-072, adjourning the Special Council Meeting.

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IX. REMARKS BY THE MAYOR –

X. ADJOURNMENT –

Resolution No. 2013-072, adjourning the Special Council Meeting.

REQUEST FOR LEGISLATION
April 26, 2013

From: Ralph A. Lange, City Manager

Subject: Conditional approval of bid for Rutherford Pool Reconstruction Contract

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Background

In 2011, the City of Ypsilanti applied for and received a Natural Resources Trust Fund grant for the Reconstruction of the Rutherford Pool, in collaboration with the Friends of the Rutherford Pool. In 2012, the City and the Friends entered into an operating agreement and lease, whereby the FORP would collaborate with the City on the reconstruction of the pool, but maintain responsibility for fundraising and successive operation of the pool.

The Friends of the Rutherford Pool went out to bid for design services and selected the team of Kadushin architects and WTI engineering to design the pool and prepare all required site and building plans as well as bid documents. That team had submitted plans for site plan and building department review, as well as the DEQ and DNR. Once approved, the team created bid documents, all in conjunction with the city.

A pre-bid meeting was conducted on March 19, 2013, and the bid documents accepted on March 26th at 4 p.m. by the City Clerk's office. The City received four bids, including one alternate proposal (attached).

The FORP and the City were interested in finding out more about the alternate, so followed up with Baruzzini Construction Co. on more detail, and included a short meeting with them the same day as the review team met. On March, 28, 2013 bids were reviewed by a team consisting of Ralph Lange, City Manager, Stan Kirton, Public Services Director, Teresa Gillotti, Community Development, Chris Allen, Kardushian & Associates, Brian Tell, FORP.

The team decided to follow up on the alternate, which would include us of a vacuum sand filtration technology that would be installed in the ground, with a cedar fence for separation rather than inside the building per the original bid/building plan specifications (see attached review from WTI and response from Baruzzini for more detail.) The alternate would provide a savings of just over $100,000 of other base prices submitted, although for a different filtration system.

After review of references, and further follow up with Barruzzini Construction Co., city staff and the FORP would like to request approval of Barruzzini Construction Co. for the Rutherford Pool reconstruction in 2013 subject to the following conditions:

- As the alternate would require changes to site and building plans, Baruzzini Construction Co. would be responsible for redrafting and resubmitting the plans for approval with the City of Ypsilanti, Michigan DEQ and Michigan DNR.

- Barruzzini Construction Co. would have 50 calendar days for the signing of the agreement to receive approvals from relevant agencies.

- If approval is not granted, the City will revisit the bids and may proceed with another contractor using the previously approved building plans.

RECOMMENDED ACTION: Approval

ATTACHMENTS:

- Agreement with FORP for operation for the pool
- Bids and summary sheet
- Barruzzini Construction Co qualifications
- E-mail with WTI review of Alternate and Baruzzini response
- Agreement
- Resolution

Please contact Ralph Lange at RLange@cityofypsilanti.com or 734-483-1810 with any questions.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

Bids for Rutherford Pool Project	Sorenson Gross Contruction Services, LLC	Reliance Building Co.	Baruzzini Construction Co.	Baruzzini Construction Co. (Alternate)	Spence Brothers
BASE	$ 949,000.00	$ 1,197,000.00	$ 1,059,000.00	$ 844,955.00	$ 1,129,000.00
OPTION 1: CHAIN LINK FENCING	$ 17,480.00	$ 25,000.00	$ 20,441.00	$ 20,441.00	$ 26,000.00
OPTION 2: LANSCAPING	$ 2,280.00	$ 2,000.00	$ 3,200.00	$ 3,200.00	NO BID
OPTION 3: ELECTRICAL SITE LIGHTING	$ 1,100.00	$ 3,000.00	$ 2,300.00	$ 2,300.00	$ 1,200.00
OPTION 4: UNIT HEATER	$ 7,390.00	$ 8,000.00	$ 6,800.00		$ 7,200.00
OPTION 5: P.A. SYSTEM	$ 4,700.00	$ 6,000.00	$ 5,800.00	$ 5,800.00	NO BID
OPTION 6: REKEY LOCKS	$ 6,300.00	$ 2,000.00	$ 925.00	$ 925.00	$ 350.00
TIME	90 days	135 days	12-14 weeks (84-98 days)	12-14 weeks (84-98 days)	150 days
ADDITIONAL WORK	Fee: 10% Labor: 10%	Fee: 10% Labor: 10%	Fee: 10% Labor: 10%	Fee: 10% Labor: 10%	Fee: 15% Labor: 15%
Proposed Alternates or Other information	NO ATTACHMENTS	NO ATTACHMENTS	**Attached correspondence** stating if awarded the project, the company will not be adding the Indemnification Agreement, noting their insurance is top rated and their limits exceed the requirements; **Attached Certificate of Liability Insurance**; **Attached Bid/Proposal Bond** (5%); **Attached Power of Attorney**	**Attached correspondence** stating if awarded the project, the company will not be adding the Indemnification Agreement, noting their insurance is top rated and their limits exceed the requirements; **Attached Certificate of Liability Insurance**; **Attached Bid/Proposal Bond** (5%); **Attached Power of Attorney**	**Added handrwritten note:** Roofing material is by Versico; **Attached meeting minutes/resolution** granting Chad Nienhuis to sign construction proposals and execute contracts

BID FOR LUMP SUM CONTRACT

TO: City of Ypsilanti
One South Huron St.
Ypsilanti, Michigan 48197

PROJECT: Renovation of Rutherford Pool
975 N. Congress
Ypsilanti, Michigan

PROPOSAL OF: Baruzzini Construction Co. (hereinafter called "Bidder"), organized and existing under the laws of the State of Michigan, doing business as a Corporation
(insert "a corporation," "a partnership," or "an individual" as applicable.

To Whom It May Concern:

The Bidder, having examined the plans, project manual, geotechnical report, and related documents as well as the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including site conditions and the availability of labor and materials, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents; within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the work within the number of calendar days declared below.

The Bidder declares that he/she has had prior experience in the type of work required by the Contract Documents and that he/she has the necessary finances, personnel and working organization, and equipment available to execute the proposed work in accordance with the requirements of the Contract Documents. The Bidder further declares that he/she is prepared to and will promptly furnish a certified written statement regarding qualifications, including finances, upon request of the Owner.

The Bidder certifies that this Proposal is fair and genuine, and not collusive or sham, and that he/she has not in any manner, directly or indirectly agreed or colluded with any other person, firm, or association to submit a sham bid or to refrain from bidding, or in any way to fix the amount of this Proposal or that of any other bidder.

ACKNOWLEDGEMENT: Bidder acknowledges receipt of the following addenda:
Addendum #1 Dated 3/21/13, Addendum #2 Dated 3/22/13

BASE PROPOSAL: The Bidder agrees to perform all of the Rutherford Pool work at 975 N. Congress in Ypsilanti, Michigan as described in the Contract Documents for the sum of One Million Fifty Nine Thousand Dollars 00/100------ ($1,059,000.00). (Amount shall be shown in both words and figures. In the case of discrepancy, the amount shown in words will govern.)

ALTERNATE BIDS:

Alternate No. 1: All chain link fencing as indicated on Sheet C1, including, but not limited to, removal and disposal of existing fence, re-installation of existing gates, and installation of new chain link fencing. ADD $20,441.00

Alternate No. 2: Landscaping at existing planting beds at perimeter of existing building as indicated on Sheet C1. ADD $3,200.00

Alternate No. 3: All electrical site lighting work indicated on Sheet E-001. ADD $2,300.00

Alternate No. 4: Unit Heater UH-1 on Sheet M-1, and all related electrical, plumbing, and controls required for installation of the Unit Heater. ADD $6,800.00

Alternate No. 5: New exterior P.A. System at pool deck area. ADD $5,800.00

Alternate No. 6: Re-key all locks at exterior doors. ADD $ 925.00

OTHER ALTERNATE BIDS:

Bidders may submit bid alternates for consideration by the Owner. The Bidder understands that the Owner reserves the right to reject any or all bid alternates. Bid alternate costs shall be clearly presented and shall include a written summary of all costs, including any permit fees, professional engineering fees or other professional fees related to implementation of the proposed alternate.

*VE Alternate Attached

TIME: The Bidder agrees to perform all of the Rutherford pool renovation work at 975 N. Congress in Ypsilanti, Michigan, as described in the Contract Documents within 12-14 weeks calendar days from the date of the Notice to Proceed, issued by the Owner.

ADDITIONAL WORK: For additional work performed upon written instruction of the Owner by Subcontractors of the Undersigned, add to the Subcontractor's price for such additional work a fee

of 10% percent, which fee includes all of the charges of the Undersigned for overhead and profit. For additional work performed upon written instructions of the Owner by persons other than Subcontractors, the charges shall be actual cost of all labor and materials (less all discounts) plus a fee of 10% percent, which fee includes all of the charges of the Undersigned for overhead and profit to which shall be added the actual cost of insurance and taxes.

The contract shall be awarded on the basis of the lowest qualified and responsible bid in accordance with the provisions of the Contract Documents. The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formalities in the bidding.

The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the Bidder will execute the formal contract within 10 days and deliver Surety Bonds as required by the Contract Documents.

Respectfully submitted

BY: [redacted] (Name and title)
Anthony Baruzzini Sales/Management

tony@baruzzini.com (Email Address)

Baruzzini Construction Co. (Business Name)

1281 S. Old US Hwy 23 Brighton, MI 48114 (Business Address)

810-229-8996 Fax 810-229-1874 (Business Phone and Fax)

BARUZZINI GENERAL CONTRACTORS
"Since 1951"

3/26/13

Reference: Rutherford Pool

Value Engineering Proposal

We would like to offer the following value engineering alternate for the Rutherford Pool project.

We can effectively eliminate the need for a building addition and all associated costs.
Included in this redesign are the following items:

- Pool and deck to be of the same size and type as listed on drawings
- Pool to meet all state and local codes
- All required drawings for review and permit through MDEQ are included
- Exterior storm and sanitary requirements will remain unchanged

Total with bond cost = **$844,955**

1281 S. Old US Hwy 23 - Brighton, Michigan 48114 - 810-229-8996 - Fax 810-229-1874
www.baruzzini.com

GENERAL BARUZZINI CONTRACTORS

"Since 1951"

March 26, 2013

Reference Project:
Renovation of Rutherford Pool
975 N. Congress
Ypsilanti, Michigan

Bid Proposal - Note: Addendum No: 2 Item No: 11

To Whom It May Concern:

If awarded the project, Baruzzini Construction Company would like you to be informed that we will not be adding the Indemnification Agreement as stated, to our certificate of insurance per our Insurance Company and the Insurance Industries regulations.

Our insurance is top rated and our limits exceed the requirements. See Attached.

Sincerely,

Anthony Baruzzini
Baruzzini Construction Co.

1281 S. Old US Hwy 23 - Brighton, Michigan 48114 - 810-229-8996 - Fax 810-229-1874
www.baruzzini.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/25/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown of Michigan, Inc.
1190 Torrey Rd.
Fenton, MI 48430-3326

CONTACT NAME:
PHONE (A/C, No, Ext): 810.629.1566 FAX (A/C, No): 810.629.7738
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Selective Insurance Co. A	12572
INSURER B:	Accident Fund Insurance A-	10166
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Baruzzini Construction Company, Inc.
1281 Old U.S. 23
Brighton, MI 48114

COVERAGES CERTIFICATE NUMBER: 12-13 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			S2004269-00	10/02/2012	10/02/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			S2004269-00	10/02/2012	10/02/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 0			S2004269-00	10/02/2012	10/02/2013	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV6077822	10/02/2012	10/02/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
	Leased/Rented Equipment							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

For Insured Record

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE [redacted]

Suzanne Kimmerling, CIC,CWCA/SMK

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An Affiliate of

STAR SURETY

A DIVISION OF MEADOWBROOK INSURANCE GROUP

Star Insurance Company

465 North Cleveland Avenue, Westerville, OH 43082

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Baruzzini Construction Company , 1281 S. Old US 23, Brighton, MI 48114

(hereinafter called the Principal) as Principal, and, Star Insurance Company , with its principal office in the City of Westerville, Ohio (hereinafter called the Surety), as Surety, are held and firmly bound unto City of Ypsilanti

One South Huron Street, Ypsilanti, MI 48197

(hereinafter called the Obligee) in the penal sum of

five percent of amount bid Dollars $ (5%)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated 03/26/13 for

Rutherford Pool

975 N. Congress

Ypsilanti, MI 48197

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, sealed and dated: 3/26/13

Baruzzini Construction Company

(Principal)

By: [redacted]

Star Insurance Company

(Surety)

By: [redacted]

Jane M. Haller (Attorney-in-Fact)

MSB4001 0808

Star Insurance Company

Administrative Office: 465 North Cleveland Avenue, Westerville, OH 43082

Certified Copy of GENERAL POWER OF ATTORNEY No. S 1380

KNOW ALL MEN BY THESE PRESENTS, that Star Insurance Company, a Michigan corporation, does hereby nominate, constitute and appoint

Donn Johnson, Jane M. Haller, Ila Konja, Robert F. Moglia, Thomas C. Moglia, Edmund M. George and Lori A. Powell of Capital Insurance Group, Bloomfield Hills, MI

as its true and lawful attorney(s)-in-fact, to execute, attest, seal, and deliver, for and on its behalf, as Surety, and as its act and deed where required any and all bonds, undertakings, recognizance and written obligations in the nature thereof, provided, however, that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of Five Million and 00/100 Dollars ($5,000,000.00).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution(s) adopted by the Board of Directors of the Company on the 22nd day of June, 2006:

"RESOLVED that the Chairman of the Board, the President, or a Senior Vice President of the Company be, and that each or any of them is authorized to execute Powers of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest to the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

IN WITNESS WHEREOF, STAR INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by the Secretary this 6th day of September, 2012.

ATTEST:

[redacted]

Michael G. Costello, Secretary

STAR INSURANCE COMPANY CORPORATE SEAL MICHIGAN

[redacted]

Robert S. Cubbin, President

STATE OF MICHIGAN)
) **ss:**
COUNTY OF OAKLAND)

On this 6th day of September, 2012, before me personally came Robert S. Cubbin, to me known, who being by me duly sworn, did depose and say that he is the President of STAR INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Deborah M. Duffy NOTARY PUBLIC Wayne County, Mich.

DEBORAH DUFFY
NOTARY PUBLIC / STATE OF MICHIGAN
COUNTY OF WAYNE
WORKING IN COUNTY OF OAKLAND
MY COMMISSION EXPIRES MAY 15, 2018

[redacted]

Deborah Duffy, Notary Public

CERTIFICATE

I, The Undersigned Secretary of STAR INSURANCE COMPANY, a Michigan corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and effect and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed, Sealed and Dated this 26th day of March, 2013.

STAR INSURANCE COMPANY CORPORATE SEAL MICHIGAN

[redacted]

Michael G. Costello, Secretary

BID FOR LUMP SUM CONTRACT

TO: City of Ypsilanti
One South Huron St.
Ypsilanti, Michigan 48197

PROJECT: Renovation of Rutherford Pool
975 N. Congress
Ypsilanti, Michigan

PROPOSAL OF: Spence Brothers (hereinafter called "Bidder"), organized and existing under the laws of the State of Michigan, doing business as a corporation
(insert "a corporation," "a partnership," or "an individual" as applicable.

To Whom It May Concern:

The Bidder, having examined the plans, project manual, geotechnical report, and related documents as well as the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including site conditions and the availability of labor and materials, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents; within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the work within the number of calendar days declared below.

The Bidder declares that he/she has had prior experience in the type of work required by the Contract Documents and that he/she has the necessary finances, personnel and working organization, and equipment available to execute the proposed work in accordance with the requirements of the Contract Documents. The Bidder further declares that he/she is prepared to and will promptly furnish a certified written statement regarding qualifications, including finances, upon request of the Owner.

The Bidder certifies that this Proposal is fair and genuine, and not collusive or sham, and that he/she has not in any manner, directly or indirectly agreed or colluded with any other person, firm, or association to submit a sham bid or to refrain from bidding, or in any way to fix the amount of this Proposal or that of any other bidder.

ACKNOWLEDGEMENT: Bidder acknowledges receipt of the following addenda:
Addendum #1 - March 21, 2013
Addendum #2 - March 22, 2013

BASE PROPOSAL: The Bidder agrees to perform all of the Rutherford Pool work at 975 N. Congress in Ypsilanti, Michigan as described in the Contract Documents for the sum of One million one hundred twenty nine thousand and 00/100 ($1,129,000.00). (Amount shall be shown in both words and figures. In the case of discrepancy, the amount shown in words will govern.)

ALTERNATE BIDS:
Alternate No. 1: All chain link fencing as indicated on Sheet C1, including, but not limited to, removal and disposal of existing fence, re-installation of existing gates, and installation of new chain link fencing. ADD $ 26,000.00

Alternate No. 2: Landscaping at existing planting beds at perimeter of existing building as indicated on Sheet C1. ADD
$ NO BID

Alternate No. 3: All electrical site lighting work indicated on Sheet E-001. ADD $ 1,200.00

Alternate No. 4: Unit Heater UH-1 on Sheet M-1, and all related electrical, plumbing, and controls required for installation of the Unit Heater. ADD $ 7,200.00

Alternate No. 5: New exterior P.A. System at pool deck area. ADD $ NO BID

Alternate No. 6: Re-key all locks at exterior doors. ADD $ 350.00

OTHER ALTERNATE BIDS:

Bidders may submit bid alternates for consideration by the Owner. The Bidder understands that the Owner reserves the right to reject any or all bid alternates. Bid alternate costs shall be clearly presented and shall include a written summary of all costs, including any permit fees, professional engineering fees or other professional fees related to implementation of the proposed alternate.

TIME: The Bidder agrees to perform all of the Rutherford pool renovation work at 975 N. Congress in Ypsilanti, Michigan, as described in the Contract Documents within 150 calendar days from the date of the Notice to Proceed, issued by the Owner.

ADDITIONAL WORK: For additional work performed upon written instruction of the Owner by Subcontractors of the Undersigned, add to the Subcontractor's price for such additional work a fee

of 15 percent, which fee includes all of the charges of the Undersigned for overhead and profit. For additional work performed upon written instructions of the Owner by persons other than Subcontractors, the charges shall be actual cost of all labor and materials (less all discounts) plus a fee of 15 percent, which fee includes all of the charges of the Undersigned for overhead and profit to which shall be added the actual cost of insurance and taxes.

The contract shall be awarded on the basis of the lowest qualified and responsible bid in accordance with the provisions of the Contract Documents. The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formalities in the bidding.

The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the Bidder will execute the formal contract within 10 days and deliver Surety Bonds as required by the Contract Documents.

Respectfully submitted,

[redacted]

BY: Chad Nienhuis, Assistant Vice President (Name and title)

chadn@spencebrothers.com (Email Address)

Spence Brothers (Business Name)

4343 Concourse Dr. Ste 100, Ann Arbor, MI 48108 (Business Address)

Phone: 734-213-6033 Fax: 734-213-6023 (Business Phone and Fax)

* Clarification:
Roofing material is by Versico

SPENCE BROTHERS
"Building Trust Since 1893"

MINUTES OF A SPECIAL ANNUAL MEETING OF THE BOARD OF DIRECTORS OF SPENCE BROTHERS

A Special Annual Meeting of the Board of Directors of Spence Brothers was held pursuant to verbal notice at the General Offices of Spence Brothers, 417 McCoskry Street, Saginaw, Michigan, on the 7th day of February, 2013.

A majority of the Directors being present, the President declared a quorum.

On Motion duly made, seconded and unanimously adopted, a resolution was passed conferring upon Chad Nienhuis, Assistant Vice President, of Spence Brothers, the authority to sign construction proposals and to execute contracts on behalf of the Corporation until February 6, 2014, said proposals and contracts, when signed by Chad Nienhuis, to be entirely binding upon the Corporation.

There being no further business to come before the Board Meeting, the meeting adjourned.

Dated: February 7, 2013

[redacted]

Edwin A. Spence, III, Secretary

Edwin A. Spence, III, hereby certifies that he is Secretary of Spence Brothers and that the above is an exact and true copy of the Minutes of the Special Annual Meeting of the Board of Directors of Spence Brothers held on February 7, 2013.

[redacted]

Edwin A. Spence, III, Secretary

(Corporate Seal)

BID FOR LUMP SUM CONTRACT

TO: City of Ypsilanti
One South Huron St.
Ypsilanti, Michigan 48197

PROJECT: Renovation of Rutherford Pool
975 N. Congress
Ypsilanti, Michigan

PROPOSAL OF: SG Construction Services, L.L.C. dba Sorensen Gross Construction Services, L.L.C. (hereinafter called "Bidder"), organized and existing under the laws of the State of Michigan, doing business as Limited Liability Company (insert "a corporation," "a partnership," or "an individual" as applicable.

To Whom It May Concern:

The Bidder, having examined the plans, project manual, geotechnical report, and related documents as well as the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including site conditions and the availability of labor and materials, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents; within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the work within the number of calendar days declared below.

The Bidder declares that he/she has had prior experience in the type of work required by the Contract Documents and that he/she has the necessary finances, personnel and working organization, and equipment available to execute the proposed work in accordance with the requirements of the Contract Documents. The Bidder further declares that he/she is prepared to and will promptly furnish a certified written statement regarding qualifications, including finances, upon request of the Owner.

The Bidder certifies that this Proposal is fair and genuine, and not collusive or sham, and that he/she has not in any manner, directly or indirectly agreed or colluded with any other person, firm, or association to submit a sham bid or to refrain from bidding, or in any way to fix the amount of this Proposal or that of any other bidder.

ACKNOWLEDGEMENT: Bidder acknowledges receipt of the following addenda:

#1 3/21/2013

#2 3/22/2013

BASE PROPOSAL: The Bidder agrees to perform all of the Rutherford Pool work at 975 N. Congress in Ypsilanti, Michigan as described in the Contract Documents for the sum of [redacted] ($ 949,000.00). (Amount shall be shown in both words and figures. In the case of discrepancy, the amount shown in words will govern.)

nine hundred forty nine thousand

ALTERNATE BIDS:

Alternate No. 1: All chain link fencing as indicated on Sheet C1, including, but not limited to, removal and disposal of existing fence, re-installation of existing gates, and installation of new chain link fencing. ADD $ [redacted] 17,480.00

Alternate No. 2: Landscaping at existing planting beds at perimeter of existing building as indicated on Sheet C1. ADD $ 2780.00

Alternate No. 3: All electrical site lighting work indicated on Sheet E-001. ADD $ 1,100.00

Alternate No. 4: Unit Heater UH-1 on Sheet M-1, and all related electrical, plumbing, and controls required for installation of the Unit Heater. ADD $ 7,390.00

Alternate No. 5: New exterior P.A. System at pool deck area. ADD $ 4,700.00

Alternate No. 6: Re-key all locks at exterior doors. ADD $ 6,300.00

OTHER ALTERNATE BIDS:

Bidders may submit bid alternates for consideration by the Owner. The Bidder understands that the Owner reserves the right to reject any or all bid alternates. Bid alternate costs shall be clearly presented and shall include a written summary of all costs, including any permit fees, professional engineering fees or other professional fees related to implementation of the proposed alternate.

TIME: The Bidder agrees to perform all of the Rutherford pool renovation work at 975 N. Congress in Ypsilanti, Michigan, as described in the Contract Documents within 90 calendar days from the date of the Notice to Proceed, issued by the Owner.

ADDITIONAL WORK: For additional work performed upon written instruction of the Owner by Subcontractors of the Undersigned, add to the Subcontractor's price for such additional work a fee

of 10 % percent, which fee includes all of the charges of the Undersigned for overhead and profit. For additional work performed upon written instructions of the Owner by persons other than Subcontractors, the charges shall be actual cost of all labor and materials (less all discounts) plus a fee of 10 % percent, which fee includes all of the charges of the Undersigned for overhead and profit to which shall be added the actual cost of insurance and taxes.

The contract shall be awarded on the basis of the lowest qualified and responsible bid in accordance with the provisions of the Contract Documents. The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formalities in the bidding.

The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the Bidder will execute the formal contract within 10 days and deliver Surety Bonds as required by the Contract Documents.

Respectfully submitted [redacted]

BY: Ghassan M. Saab, CEO (Name and title)

sbeshay@sgcs.net (Email Address)

SG Construction Services, L.L.C. dba
Sorensen Gross Construction Services, L.L.C. (Business Name)

3407 Torrey Road, Flint, MI 48507 (Business Address)

810 767 4821 - phone 810 238 6222 - fax (Business Phone and Fax)

BID FOR LUMP SUM CONTRACT

TO: City of Ypsilanti
One South Huron St.
Ypsilanti, Michigan 48197

PROJECT: Renovation of Rutherford Pool
975 N. Congress
Ypsilanti, Michigan

PROPOSAL OF: Reliance Building Company (hereinafter called "Bidder"), organized and existing under the laws of the State of Michigan, doing business as a corporation
(insert "a corporation," "a partnership," or "an individual" as applicable.

To Whom It May Concern:

The Bidder, having examined the plans, project manual, geotechnical report, and related documents as well as the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including site conditions and the availability of labor and materials, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents; within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the work within the number of calendar days declared below.

The Bidder declares that he/she has had prior experience in the type of work required by the Contract Documents and that he/she has the necessary finances, personnel and working organization, and equipment available to execute the proposed work in accordance with the requirements of the Contract Documents. The Bidder further declares that he/she is prepared to and will promptly furnish a certified written statement regarding qualifications, including finances, upon request of the Owner.

The Bidder certifies that this Proposal is fair and genuine, and not collusive or sham, and that he/she has not in any manner, directly or indirectly agreed or colluded with any other person, firm, or association to submit a sham bid or to refrain from bidding, or in any way to fix the amount of this Proposal or that of any other bidder.

ACKNOWLEDGEMENT: Bidder acknowledges receipt of the following addenda:

Addendum No. 1 - 3/21/13

Addendum No. 2 - 3/22/13

BASE PROPOSAL: The Bidder agrees to perform all of the Rutherford Pool work at 975 N. Congress in Ypsilanti, Michigan as described in the Contract Documents for the sum of One Million One Hundred Ninety Seven ($1,197,000.00) (Amount shall be shown in both words and figures. In the case of discrepancy, the amount shown in words will govern.) Thousand

ALTERNATE BIDS:

Alternate No. 1: All chain link fencing as indicated on Sheet C1, including, but not limited to, removal and disposal of existing fence, re-installation of existing gates, and installation of new chain link fencing. ADD $ 25,000.00

Alternate No. 2: Landscaping at existing planting beds at perimeter of existing building as indicated on Sheet C1. ADD $ 2,000.00

Alternate No. 3: All electrical site lighting work indicated on Sheet E-001. ADD $ 3,000.00

Alternate No. 4: Unit Heater UH-1 on Sheet M-1, and all related electrical, plumbing, and controls required for installation of the Unit Heater. ADD $ 8,000.00

Alternate No. 5: New exterior P.A. System at pool deck area. ADD $ 6,000.00

Alternate No. 6: Re-key all locks at exterior doors. ADD $ 2,000.00

OTHER ALTERNATE BIDS:

Bidders may submit bid alternates for consideration by the Owner. The Bidder understands that the Owner reserves the right to reject any or all bid alternates. Bid alternate costs shall be clearly presented and shall include a written summary of all costs, including any permit fees, professional engineering fees or other professional fees related to implementation of the proposed alternate.

TIME: The Bidder agrees to perform all of the Rutherford pool renovation work at 975 N. Congress in Ypsilanti, Michigan, as described in the Contract Documents within 135 calendar days from the date of the Notice to Proceed, issued by the Owner.

ADDITIONAL WORK: For additional work performed upon written instruction of the Owner by Subcontractors of the Undersigned, add to the Subcontractor's price for such additional work a fee

of 10 percent, which fee includes all of the charges of the Undersigned for overhead and profit. For additional work performed upon written instructions of the Owner by persons other than Subcontractors, the charges shall be actual cost of all labor and materials (less all discounts) plus a fee of 10 percent, which fee includes all of the charges of the Undersigned for overhead and profit to which shall be added the actual cost of insurance and taxes.

The contract shall be awarded on the basis of the lowest qualified and responsible bid in accordance with the provisions of the Contract Documents. The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formalities in the bidding.

The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the Bidder will execute the formal contract within 10 days and deliver Surety Bonds as required by the Contract Documents.

Respectfully submitted

BY: [redacted] (Name and title)

R. Lynn Natzic, PE, President

lynn@reliancebc.com (Email Address)

Reliance Building Company (Business Name)

26200 Town Center Drive, Suite 195 (Business Address)

Novi, MI 48375

(248) 374-3210 - Phone (Business Phone and Fax)

(248) 374-3213 - Fax

26200 Town Center Drive, Suite 195 • Novi, Michigan 48375 • P. 248.374.3210 • F. 248.374.3213 • reliancebuildingcompany.cor

RELIANCE™
BUILDING COMPANY

Attachment A – Voluntary Alternates

1. Pool Stainless Steel perimeter gutter- Substitute the base bid Neptune Benson 316L gutter with a 304L Stainless Steel gutter.
   DEDUCT = ($10,783.00)
2. Pool Stainless Steel perimeter gutter OPTION 2- Substitute the base bid Neptune Benson 316L gutter with a Natare 316L Stainless Steel gutter.
   DEDUCT = ($6,590.00) Deduct an additional ($8,000.00) to use a Natare 304L Stainless Steel gutter.
3. Pool Filtration system- Substitute the Specified Neptune Benson filters with 6" connections with Neptune Benson filters with 4" connections.
   DEDUCT = ($4,500.00)
4. Pool Filtration system- Substitute the Specified Neptune Benson filters with 6" connections with Equal National Line filters with 6" connections.
   DEDUCT = ($15,500.00)

AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: City of Ypsilanti
One South Huron St.
Ypsilanti, MI 48197

ADDRESS:

SUBMITTED BY: Baruzzini Construction Co.
1281 S. Old US Hwy 23
Brighton, MI 48114

NAME:

ADDRESS:

PRINCIPAL OFFICE:

[X] Corporation
[ ] Partnership
[ ] Individual
[ ] Joint Venture
[ ] Other

NAME OF PROJECT *(if applicable)*: Renovations of Rutherford HS Pool

TYPE OF WORK (file separate form for each Classification of Work):

[ ] General Construction
[ ] HVAC
[ ] Electrical
[ ] Plumbing
[X] Other (please specify) Pool

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

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User Notes: (2533789901)

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 62

§ 1.2 How many years has your organization been in business under its present business name? 62

§ 1.2.1 Under what other or former names has your organization operated? –

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: July 18, 1995

§ 1.3.2 State of incorporation: Michigan

§ 1.3.3 President's name: Donald Baruzzini

§ 1.3.4 Vice-president's name(s) Anthony Baruzzini

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

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User Notes: (2533789901)

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Builders License - 2102192822

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

13 Pool Construction

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

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User Notes: (2533789901)

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

See Attachment A

§ 3.4.1 State total worth of work in progress and under contract:

$1,425,324

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See Attachment B

§ 3.5.1 State average annual amount of construction work performed during the past five years:

$5 Million

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See Attachment C

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User Notes: (2533789901)

§ 4. REFERENCES

§ 4.1 Trade References:

See Attachment D

§ 4.2 Bank References:

United Bank & Trust
2723 S. State St. Ste 210
Ann Arbor, MI 48104
Contact: Jeff Billig 734-214-3867

§ 4.3 Surety: Star Insurance

§ 4.3.1 Name of bonding company:

Capital Insurance

§ 4.3.2 Name and address of agent:

Donn Johnson
1263 W. Sq. Lake Rd.
Bloomfield Hills, MI 48302

§ 5. FINANCING

§ 5.1 Financial Statement. See Attached. (e-Mail)

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

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§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Yes

§ 6. SIGNATURE

§ 6.1 Dated at this day of

Name of Organization: Baruzzini Construction Co.

By: [redacted]

Title: Clay Bidwell - Controller

§ 6.2

being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 5th day of April 2013

Notary Public: [redacted]

My Commission Expires: 3/31/18

ROSEANNE OLSON
Notary Public, State of Michigan
County of Livingston
My Commission Expires Mar. 31, 2018
Acting in the County of Livingston

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User Notes: (2533789901)

CAPITAL INSURANCE GROUP

March 5, 2013

Re: Baruzzini Construction Company

To Whom It May Concern:

Please be advised that our agency has been handling the bonding needs of Baruzzini Construction Company for the past four years.

We have established a bond line of credit in the amount of $3,000,000.00 on single projects and $6,000,000.00 aggregate limit for Baruzzini Construction Company. The line of credit is subject to normal / on going underwriting considerations of the financial position of Baruzzini Construction Company. The bond line is also subject to evaluation of the terms and conditions of any contract for which a bond is requested.

Please contact me should you have any questions at all.

Sincerely,

[redacted]

Donn Johnson
Vice President

WWW.CAPITALINSURANCEAGENT.COM
1263 WEST SQUARE LAKE ROAD, BLOOMFIELD HILLS, MICHIGAN 48302-7075 248-333-2500 FAX 248-333-2504

JAMES J. CAREY, CPA, P.C.
Certified Public Accountant

138 E. LIBERTY
SOUTH LYON, MI 48178
TELEPHONE: (248) 437-2000
TELEFAX: (248) 437-9865

To the Board of Director's
Baruzzini Construction Company
1281 Old US 23
Brighton, MI 48116

We have compiled the accompanying balance sheet of **Baruzzini Construction Company** (a corporation) as of June 30, 2012, and the related statement of income and retained earnings for the year ended and the accompanying supplementary schedule 1 (schedule of cost of contract revenues), which is presented only for supplementary analysis purposes. We have not audited or reviewed the accompanying financial statements and supplementary schedule and, accordingly, do not express an opinion or provide any assurance about whether the financial statements and supplementary schedule are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements and the supplementary schedule in accordance with accounting principles generally accepted in the United States of America and for designing, implementing and maintaining internal control relevant to the preparation and fair presentation of the financial statements and supplementary schedule.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements and supplementary schedules without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements or supplementary schedules.

Management has elected to omit substantially all the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the company's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

James J. Carey, CPA, P.C.

[redacted] CPA, P.C.

December 5, 2012

EXHIBIT A

BARUZZINI CONSTRUCTION COMPANY
(a Michigan corporation)
BALANCE SHEET - JUNE 30, 2012

ASSETS

Current assets		
Cash in bank	$ 414,047	
Contracts receivable	1,480,714	
Cost and estimated earnings in excess of billings on uncompleted contracts	124,675	
Inventory (supplies)	20,000	
Total current assets		$ 2,039,436
Property and equipment		
Machinery and equipment	$ 1,017,964	
Transportation equipment	763,974	
Capitalized leases	47,816	
Furniture and office equipment	80,100	
	$ 1,909,854	
Less: Accumulated depreciation and amortization	1,893,688	16,166
Other assets		
Officers loan	$ 236,705	
Deferred Tax Asset	26,056	
Employee Loans	4,789	267,550
Total assets		$ 2,323,152

LIABILITIES AND STOCKHOLDERS EQUITY

Current liabilities		
Accounts payable	$ 604,354	
Billings in excess of costs and estimated earnings on uncompleted contracts	9,171	
Accrued liabilities	24,717	
Current debt	10,710	
Line of credit	205,001	
Total current liabilities		$ 853,953
Stockholders equity		
Capital stock - Common authorized - 50,000 shares par value $1.00 issued and outstanding - 2,000 shares	$ 2,000	
Additional paid-in capital	96,398	
Retained earnings	1,370,801	1,469,199
Total liabilities and stockholders equity		$ 2,323,152

See accountants compilation report.

EXHIBIT B

BARUZZINI CONSTRUCTION COMPANY
STATEMENT OF INCOME
FOR THE YEAR ENDED JUNE 30, 2012

		Amount	Percent Of Revenue
Contract revenues	$	5,806,658	100.00 %
Cost of contract revenues (Schedule 1)		4,998,677	86.09
Gross profit on contract revenues	$	807,981	13.91 %
Operating expenses			
Salaries and wages	$	270,770	4.66 %
Taxes:			
Payroll		29,166	0.50
Real estate taxes		39,700	0.68
Other		2,954	0.05
Rent		86,683	1.49
Repairs and maintenance		12,763	0.22
Depreciation and amortization		67,017	1.15
Insurance		147,069	2.53
Professional fees		22,595	0.39
Advertising		1,845	0.03
Travel and entertainment		7,359	0.13
Utilities		13,352	0.23
Office expense		6,017	0.10
Postage		1,684	0.03
Interest expense		7,948	0.14
Telephone and communications		27,524	0.47
Pension expense		9,566	0.16
	$	754,012	12.99 %
Income on operations	$	53,969	0.93 %
Other income – Rent income		45,950	0.79
Income before provisions for income taxes	$	99,919	1.72 %
Provision for income taxes		1,269	0.02
Net income	$	98,650	1.70 %
		=======	====

See accountants compilation report.

EXHIBIT C

BARUZZINI CONSTRUCTION COMPANY
STATEMENT OF RETAINED EARNINGS
FOR THE YEAR ENDED JUNE 30, 2012

Beginning Balance,	**June 30, 2011**	**$**	**1,272,151**
Net Income for the year ended	June 30, 2012		98,650
Ending balance,	**June 30, 2012**	**$**	**1,370,801**

See accountants compilation report.

SCHEDULE 1

BARUZZINI CONSTRUCTION COMPANY
SCHEDULE OF COST OF CONTRACT REVENUES
FOR THE YEAR ENDED JUNE 30, 2012

Cost of contract revenues		**Amount**	**Percent of Revenue**
Materials and general contracting	$	3,05,996	52.61 %
Labor		631,798	10.88
Subcontracting		907,500	15.63
Payroll taxes		68,054	1.17
Truck expense		237,929	4.10
Equipment repair and maintenance		28,090	0.48
Workers compensation		21,410	0.37
Permits, bonds and site fees		44,510	0.77
Perishable tools		4,390	0.08
Total cost of contract revenues	$	4,998,677	86.09 %

See accountants compilation report.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/25/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown of Michigan, Inc.
1190 Torrey Rd.
Fenton, MI 48430-3326

CONTACT NAME:
PHONE (A/C, No, Ext): 810.629.1566 FAX (A/C, No): 810.629.7738
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
Baruzzini Construction Company, Inc.
1281 Old U.S. 23
Brighton, MI 48114

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Selective Insurance Co. A	12572
INSURER B:	Accident Fund Insurance A-	10166
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 12-13 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			S2004269-00	10/02/2012	10/02/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			S2004269-00	10/02/2012	10/02/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 0			S2004269-00	10/02/2012	10/02/2013	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV6077822	10/02/2012	10/02/2013	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
	Leased/Rented Equipment							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

For Insured Record

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE [redacted]

Suzanne Kimmerling, CIC,CWCA/SMK

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Completed Projects

Owner / General Contractor	Project	Cost
Sorensen Gross	Rolling Hills County Park- water slides	$303,484
Clark Construction	St. John's High School Competition Pool	$1,168,000
CSM Group	Marshall High School Pool Renovations	$141,532
Macomb Mechanical	Oakland University Therapy Pool	$140,000
Eastern Michigan University	EMU Jones Pool/Cold Plunge	$540,324
RC Hendricks & Sons	Bavarian Inn Phase VI Water Slides	$364,471
KEO & Associages	Young Recreation Center Detroit	$39,488
Clark construction	Firekeepers Casino Hotel Pool	$627,385
Rockford Construction	Spartan YMCA - New Pool & Spa	$871,283
Granger Construction	Belleville High School Competition Pool	$1,196.87
Owen-Ames-Kimball	Rockford High School Pool Renovations	$170,947
George Auch	Pinchney High School Pool	$244,760
White/Turner JV	Mumford High School Competition Pool	$1,064,363
Roma Design / Royal Landscaping	Case Medical Center Fountain-Cleveland OH	$339,757
Colasanti / DCI A Joint Venture	Western Int. High School Competition Pool	$1,230,000
W-3 Construction	Willams Recreation Center Pool	$253,500
City of Detroit Recreation Center	Coleman Young Rec. Center - Pool Reno.	$183,334
GC - McCarthy & Smith	Marysville High scool Competition Pool	$1.2 Million
Kasco	Henry Ford Health Systems - Therapy Spa	$160,000
Tre' Builders	MGM Grand Hotel Pool Detroit	$954,232
GC - Clark Construction	Owosso High School Pool Renovations	$309,552
Edgewood CC	Edgewood Country Club New Pool	$511,000
City of Romulus	Romulus Recreational Facility Water Park	$2,897,000
Skanska	City of Warren Water Fountain	$1,256,000

% Complete w/Own Forces	Contact	Phone
70%	Sonia Beshay	810-767-4821
50%	Ed Lorenz	517-372-0940
10%	Julie Byrne	269-746-5600
100%	John Johnson	586-737-9900
100%	Chris Longerbeam	734-487-3584
100%	Tony Luenberger	989-781-8116
100%	Chris Onwuzarve	313-340-1688
100%	Rick Hutter	517-372-0940
100%	Bev Theil	616.885.5501
100%	Sid Dotinga	734-697-4624
100%	Jeremy Amshey	616-458-0770
100%	Dennis Smith	248-334-2000
100%	Dennis Kelly	313.596.0510
100%	Chuck Grasser	216-883-7000
100%	Jim Kaiser	586-907-4829
100%	Wendel Martin	313-875-8000
100%	LuJaun Wilks	313-224-1160
100%	Brian MacAskil	313-535-1140
100%	Dave Talucci	248-547-1210
100%	Hobie Stamper	313-965-6500
100%	Ed Lorenz	517-372-0940
100%	Brian Bach	248-363-7129
100%	Tim Keys	734-558-4321
100%	Jim Steiner	248-351-8300

Teresa Gillotti

From: Chris Allen [chris_allen@kadushin.org]
Sent: Thursday, 25 April, 2013 9:38 AM
To: Teresa Gillotti
Subject: Fwd: RE: RE: Baruzzini's Value Engineering Proposal
Attachments: ATT00001.jpg; ATT00002.jpg

Here are Baruzzini's responses.

Chris

-------- Original Message --------
Subject:RE: RE: Baruzzini's Value Engineering Proposal
Date: Fri, 29 Mar 2013 17:15:44 -0400
From: Tony Baruzzini <tony@baruzzini.com>
To:'Chris Allen' <chris_allen@kadushin.org>
CC: John Robertson <John@baruzzini.com>

Chris-

I tried to respond accordingly below to all of WTI concerns.

These systems are not obsolete. Paddock has outdoor systems that have been in operation for 30 years and they say they are still selling them at a rate of about 1 per month.
We would not propose this if we weren't confident that it was a good system. And with all factors to consider, extremely viable.
Paddock will provide a 15 year warranty on the tank and workmanship.

See below.
Let us know if you have any questions.

Thanks,

Tony Baruzzini
P:(810)229-8996
F:(810)229-1874
http://www.baruzzini.com

GENERAL BARUZZINI CONTRACTORS
"Since 1951"
1281 S Old US Hwy 23
Brighton MI 48114

From: Chris Allen [mailto:chris_allen@kadushin.org]
Sent: Friday, March 29, 2013 7:32 AM

To: Tony Baruzzini
Subject: Fwd: RE: Baruzzini's Value Engineering Proposal

Tony-

I asked WTI to review the Value Engineering proposal and provide their comments.

Would you please take a look at the comments below and respond. I think you've already addressed some of the comments. However, some of the main concerns of the City of Ypsilanti are durability, longevity, and maintenance.

Thanks again for your work on this project.

Chris Allen
Kadushin Associates
(734) 663-3612

-------- Original Message --------
Subject:RE: Baruzzini's Value Engineering Proposal
Date: Thu, 28 Mar 2013 19:43:36 +0000
From: Scott LeMonds <slemonds@watertechnologyinc.com>
To: Chris Allen <chris_allen@kadushin.org>, Matt Freeby <mfreeby@watertechnologyinc.com>
CC: Abe Kadushin <abekadushin@yahoo.com>, Abe Kadushin <abe_kadushin@kadushin.org>, Claude Rogers <crogers@watertechnologyinc.com>

Hi Chris, this VE information appears to be for a different project than Rutherford but understand the intent and can offer comment - particulars will need to be designed specifically for this project if this is the path the owner would like to take.

In general this type of vacuum sand filtration technology is outdated and is most typically is being phased out of many facilities with pressure sand or other modern type systems.

In knowing the Owner's budget I wish we could have better things to say about the VE proposed system, however the negatives seem to out-weigh the positives.

WTI does not recommend this type of system -there are no benefits that this system can offer over the pressure sand filtration system as proposed, other than initial cost savings at the cost of durability, performance, maintenance and longevity . I have attempted to provide bullet point a list of items for the owner review and to consider……

Pro's

#1) Less cost.

#2) Should achieve reasonably similar water quality as currently designed as end result if properly maintained and operated.

Con's

#1) The location proposed system will limit future expansion of any spray pad or other that was discussed during design.
We can sit down and look for other potential locations for the equipment enclosure. We may be able to move it 15' north and 10' west. So it is outside of the square lawn area. This would be contingent on the accuracy of the 6" sanitary line shown on the site plan. I think any future expansion would come with its own set of challenges with either of proposed designs. Additional vac sand systems can be added for any future expansion also.

#2) The proposed location of the system is not as aesthetically pleasing as currently designed.
I think a well built enclosure can blend in pretty well with the proposed 8' fence enclosure, although this is subjective.

#3) Equipment and piping will always last longer in an enclosed environment, a roof structure helps from UV however, temperatures, moisture etc.. can also shorten the life of equipment.
Given the manufactures 15 year warranty, and the city's ability to properly maintain the facility (with our continued support) we feel very comfortable offering this system. Even in indoor equipment rooms things like neglect and poor ventilation could lead to shortened life.

#4) The VE system is a more complicated system to operate – takes more time and monitoring.
We plan to provide multiple sessions for training along with a videotaped session. We will assist in opening and closing procedures for the first year, and we will always offer continuing support like we do all of our customers. We can refer you to Tim White, the CPO at EMU for an example of that support. Like any system there is a learning curve but some would say this system is easier to operate. Its really just about getting a comfort level and we will make sure there is one.

#5 There will be increased maintenance required by the owner/operator especially for winterization procedures such as removing equipment etc. ..that could otherwise be left in place as currently designed for above freezing temperatures compared to the original design. See above. I can't think of anything that will need to be removed. Possibly the chemical feed system, but we can explore putting that in the building if you wish. There are some advantages to having it outside.

#6) Chlorine and acid are located near each other - if there is a spill or mixing of the chemicals - chlorine gas can develop that can be very dangerous.
There should be enough room in the enclosure to separate them. One thing to consider would be that we were planning on setting this up for 50g drum bulk delivery on spill pallet. This helps in the transfer or handling of the chemicals. Again, we can explore putting these inside if desired.

#7) No eyewash station is shown near the chemical storage - plumbing lines would need to re-designed to include proper winterization methods for auto fill and eye-wash, drains and other plumbing.
Eyewash will be included in MDEQ revision drawings. All winterization requirements will be met.

#8) Noise level will increase to patrons using the facility from the open enclosure.
We don't feel this is enough of a concern to deter you from the proposed design. There may be a hum but it will be negligible.
#9) Rodents, birds and bats frequent areas similar to the proposed VE design with only a fence and roof.

#10) Backwashing requires more steps and more complicated, time and effort with air scour etc.
It's actually quite simple once trained. We will make sure the system is commissioned properly.

#11) Metal tanks do not last as long as reinforced concrete as designed currently.
Paddock makes this filter with 316 stainless steel. The entire outside of the tank is then coated in a bituminous material along with the freeboard. This makes them extremely resilient and low maintenance.

#12) Pool heater pipes would need to be an extended distance and will be required to run underground – and will most likely require a separate heater booster pump for the extended distance.

We will provide whatever is required.

#13) Electrical will need to upgrade the electrical enclosures.
All electrical devices at enclosure will be outdoor rated.

#12) Resubmittal of the design provided by the contractor to the MDEQ and to Grant agencies will be required that will eat up much construction time.
John has had preliminary discussions with MDEQ prior to us offering this VE. We feel we can get the required approval and avoid any delays. I do not know what the Grant agency requirement is.

#13) Electrical redesign will be needed.
We will provide.

#14) Plumbing design will be needed.
We will provide.

#15) NOTE: it is unclear on what was submitted, however if this system is proposed with surge weirs in the gutter that are typically associated with these type of filters is a significant loss of water quality performance will be realized as compared to eh perimeter rim flow system that is in the original design.
Those gutter profiles should not have been included with the info I provided. I only meant to show basic filter details. We did plan to spend a little more on the gutter (2" deck to water) to further try to save as much water as possible and to help with operating costs.

#16) The system as designed is more durable than what is VE proposed and will last much longer.
This point is subjective.

#17) More vulnerable to vandalism of the expensive equipment and chemicals.
We will provide lockable gate for enclosure.

Thank You,

sl

WATER TECHNOLOGY INC.

Leaders in Aquatic Planning, Design and Engineering

Scott A. LeMonds, Project Manager, Associate AIA, MPRS.

100 Park Avenue | Beaver Dam, WI 53916

t 920.887.7375 | f 920.887.7999
slemonds@wtiworld.com | www.wtiworld.com

-----Original Message-----
From: Chris Allen [mailto:chris_allen@kadushin.org]
Sent: Thursday, March 28, 2013 11:44 AM
To: Scott LeMonds; Matt Freeby; Matt Freeby
Cc: Abe Kadushin; Abe Kadushin
Subject: Baruzzini's Value Engineering Proposal

WTI-

This is the information that was presented by Tony Baruzzini and John Roberston at a meeting this morning with the City of Ypsilanti (Tersa Gillotti, Stan Kirton, and Ralph Lange) and Brian Tell of FoRP.

Please review and provide your comments about the proposed system.

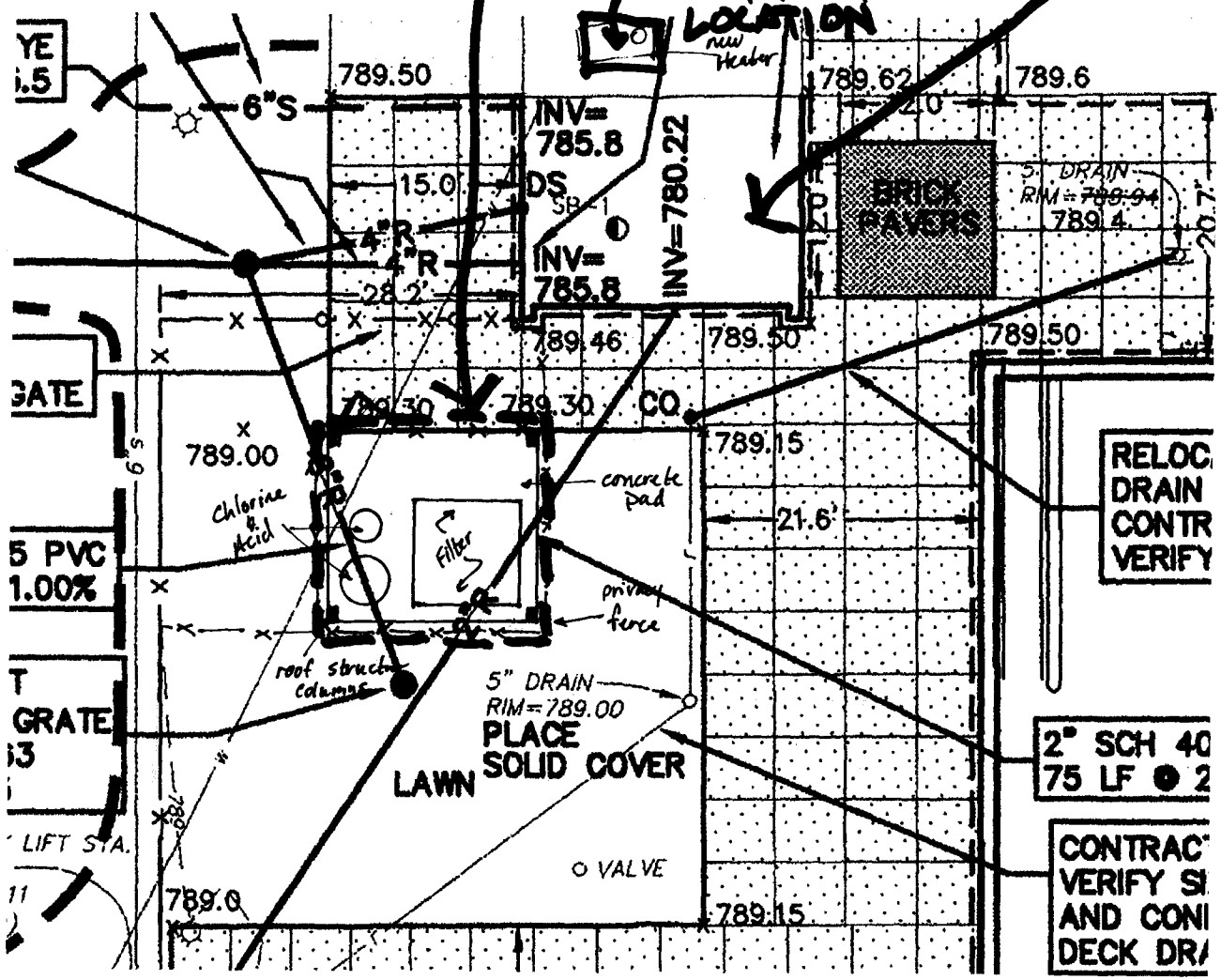
Thanks,

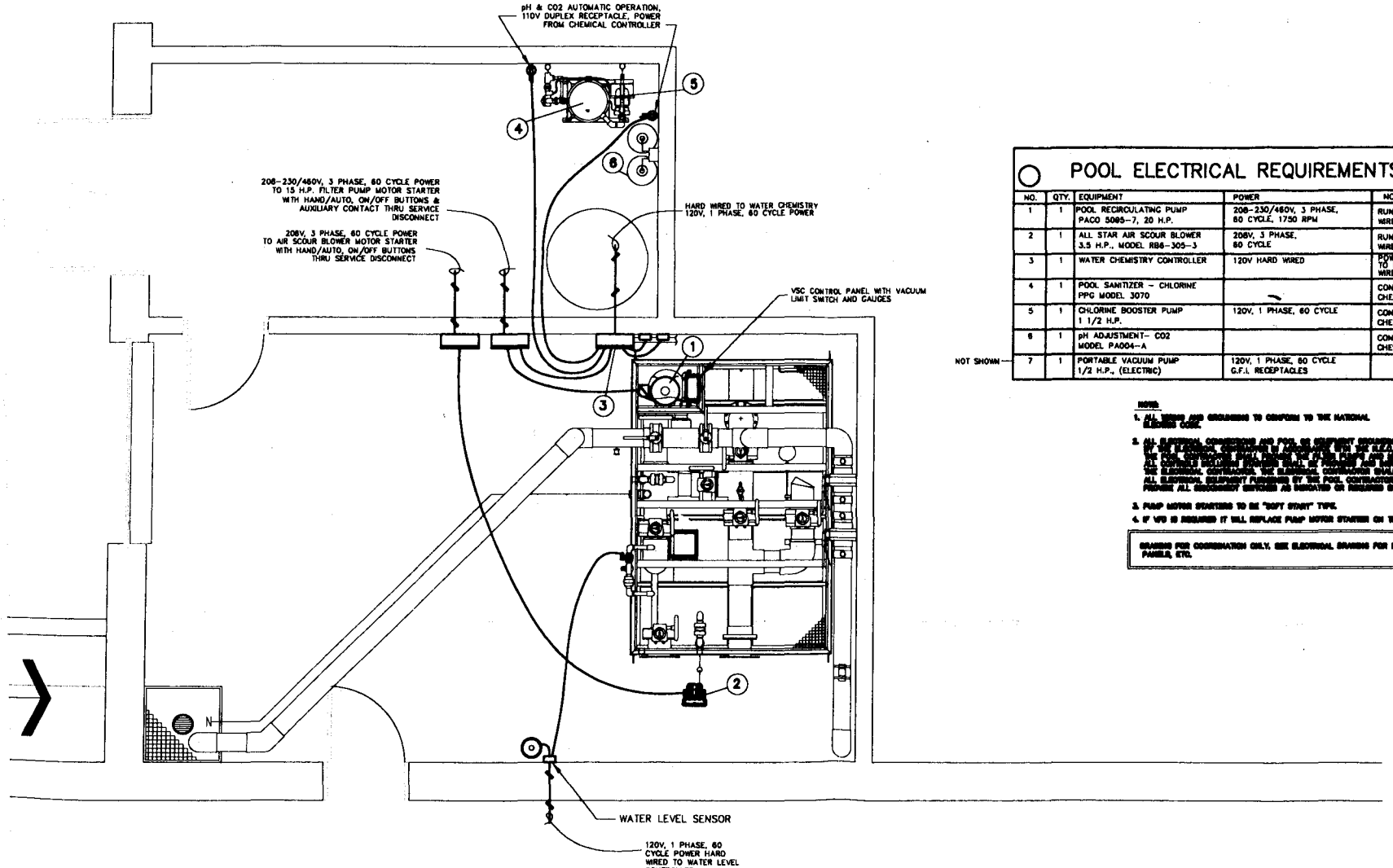
Chris Allen
Kadushin Associates
(734) 663-3612

NEW ROOF STRUCTURE WITH COLUMNS. ENCLOSED BY CEDAR FENCE.

NEW HEATER AT PREVIOUS LOCATION

NO ADDITION TO BUILDING.





POOL ELECTRICAL REQUIREMENTS

	NO.	QTY.	EQUIPMENT	POWER	NOTES (WORK BY OTHERS)
	1	1	POOL RECIRCULATING PUMP PACO 5085-7, 20 H.P.	208-230/460V, 3 PHASE, 60 CYCLE, 1750 RPM	RUN POWER TO MOTOR STARTER WIRE TO MOTOR
	2	1	ALL STAR AIR SCOUR BLOWER 3.5 H.P., MODEL RB6-305-3	208V, 3 PHASE, 60 CYCLE	RUN POWER TO MOTOR STARTER WIRE TO MOTOR
	3	1	WATER CHEMISTRY CONTROLLER	120V HARD WIRED	POWER SOURCE INTERLOCKED TO MAIN RECIRCULATION PUMP WIRE TO FLOW SWITCH
	4	1	POOL SANITIZER - CHLORINE PPG MODEL 3070		CONTROLLED BY WATER CHEMISTRY CONTROLLER
	5	1	CHLORINE BOOSTER PUMP 1 1/2 H.P.	120V, 1 PHASE, 60 CYCLE	CONTROLLED BY WATER CHEMISTRY CONTROLLER
	6	1	pH ADJUSTMENT- CO2 MODEL PA004-A		CONTROLLED BY WATER CHEMISTRY CONTROLLER
NOT SHOWN	7	1	PORTABLE VACUUM PUMP 1/2 H.P., (ELECTRIC)	120V, 1 PHASE, 60 CYCLE G.F.I. RECEPTACLES	

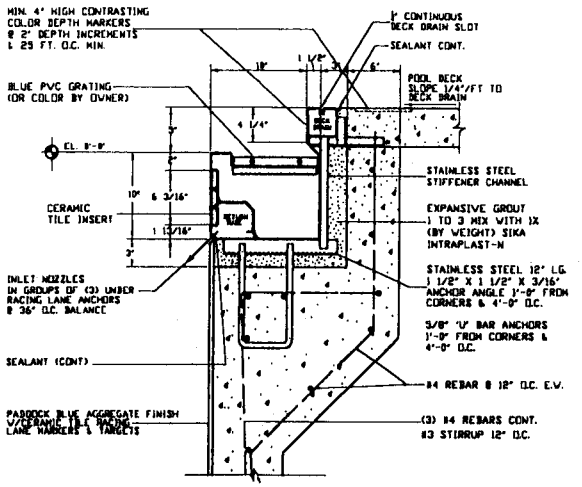
NOTES:

1. ALL WORK AND GROUNDING TO CONFORM TO THE NATIONAL ELECTRICAL CODE.
2. ALL ELECTRICAL CONNECTIONS AND TYPE OF EQUIPMENT REQUIRED SHALL BE BY THE ELECTRICAL CONTRACTOR, FOLLOWING THE SPECIFICATIONS, THE POOL CONTRACTOR SHALL PROVIDE THE FILTER, PUMPS AND MOTORS. ALL CONTROL EQUIPMENT WHICH SHALL BE PROVIDED AND MOUNTED BY THE ELECTRICAL CONTRACTOR, THE ELECTRICAL CONTRACTOR SHALL INSTALL ALL ELECTRICAL EQUIPMENT FURNISHED BY THE POOL CONTRACTOR AND SHALL PROVIDE ALL GROUNDING SERVICES AS INDICATED OR REQUIRED BY CODES.
3. PUMP MOTOR STARTERS TO BE "SOFT START" TYPE.
4. IF VFD IS REQUIRED IT WILL REPLACE PUMP MOTOR STARTER ON THIS DRAWING.

DRAWING FOR COORDINATION ONLY. SEE ELECTRICAL DRAWING FOR BREAKERS, PANELS, ETC.

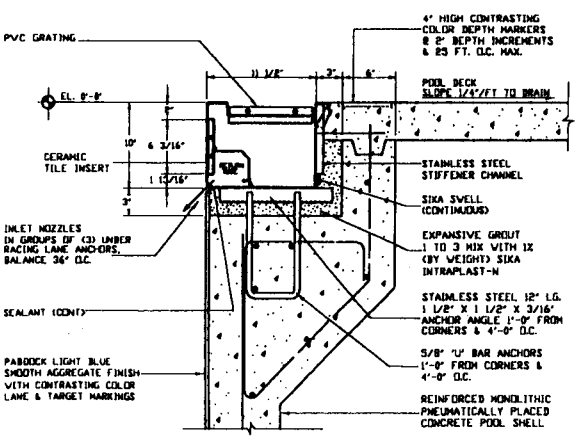
1/2 FILTER ROOM ELECTRICAL REQUIREMENTS

SCALE: 1/4" = 1'-0"



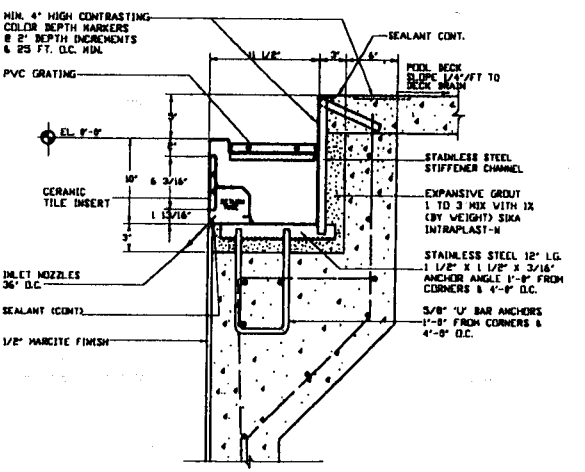
TYPICAL POOL WALL SECTION

LOW CARBON TYPE 316L STAINLESS STEEL ASC-VT SYSTEM W/ DECK DRAIN



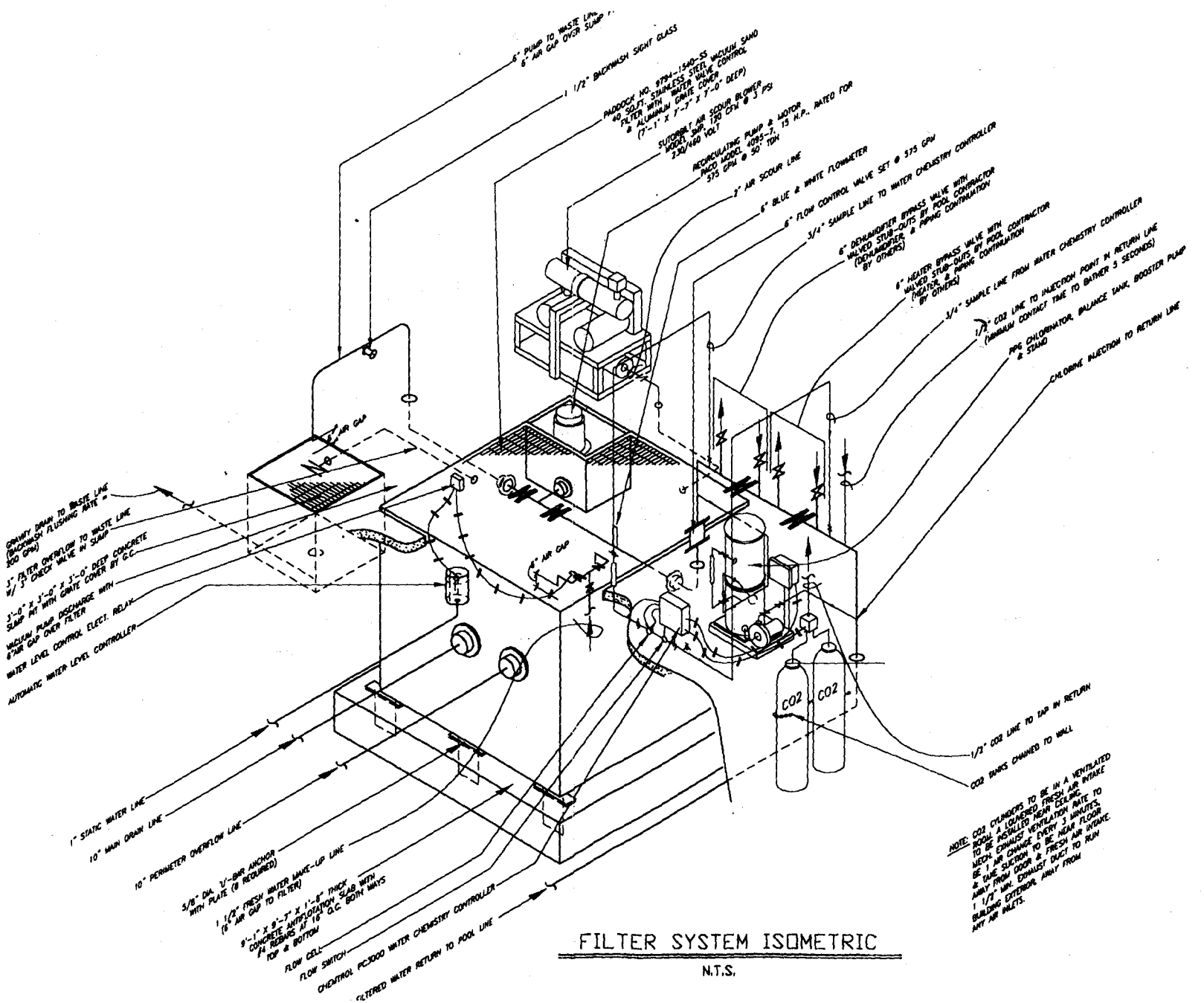
TYPICAL POOL SIDE WALL SECTION

LOW CARBON TYPE 316L STAINLESS STEEL ASC-VT SYSTEM



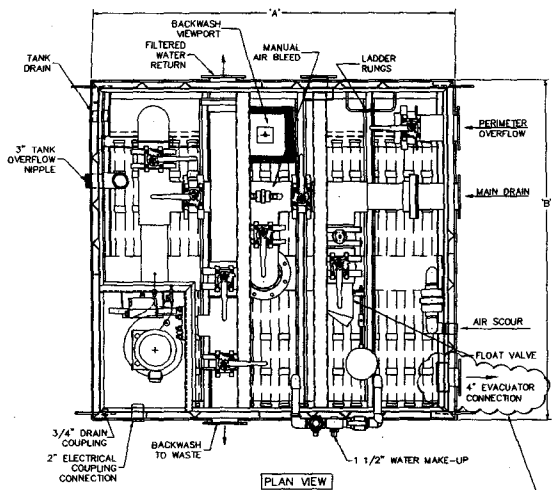
TYPICAL POOL WALL SECTION

LOW CARBON TYPE 316L STAINLESS STEEL ASC-VT SYSTEM

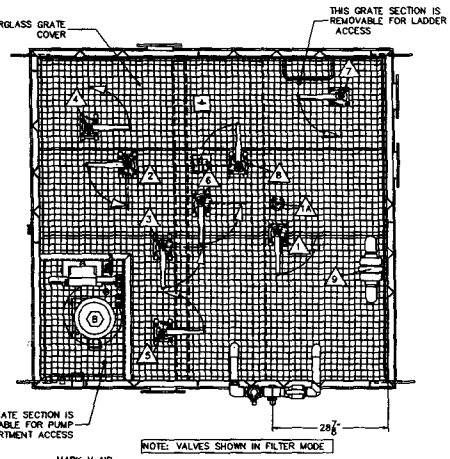


FILTER SYSTEM ISOMETRIC

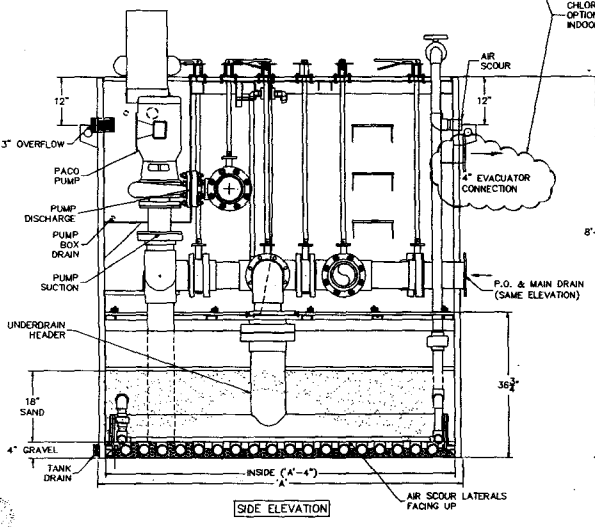
N.T.S.



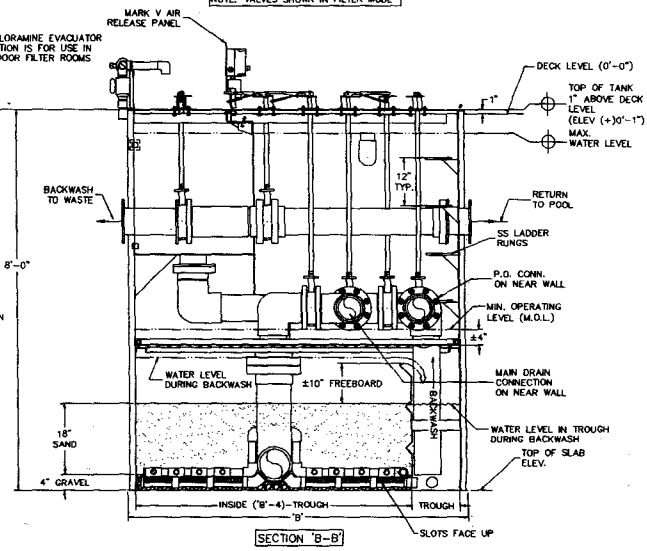
PLAN VIEW



NOTE: VALVES SHOWN IN FILTER MODE



SIDE ELEVATION



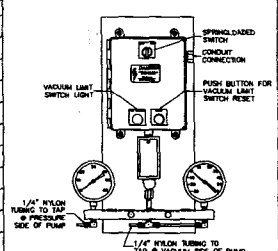
SECTION 'B-B'

NOTES:
1. FILTER CONNECTION LOCATIONS ARE APPROXIMATE AND MAY VARY BASED ON SPECIAL CIRCUMSTANCES OR INDIVIDUAL REQUIREMENTS OF FILTERS.
2. AIR SCOUR CONNECTION (OPTIONAL) WILL NOT BE LARGER THAN 2".
3. PERIMETER OVERFLOW CONNECTION MAY BE MOVED AS REQUIRED.
4. ADDITIONAL PERIMETER OVERFLOW CONNECTION MAY BE ADDED.

Size FT²	Catalog Number	Filter Rate, IN GPM @ 15 GPM/FT²	Backwash Rate @ 7.5 GPM/FT²	Tank Volume, Gal.	Length A, in	Width B, in	M.D. & P.O. Pipe Std. Sizes-D, in	Paco Pump, H.P.*	Ret./BW Pipe std. D, in	All-Star Air Scour Blower @ 2 CFM/FT²	Shipping Weight, lbs	Media Capacity Cu.Ft. Sand	Media Capacity Cu.Ft. Gravel
20	9792-1520	300	150	1623	76	60	8	3095-7, 7.5	4	RB3-101-3	2200	32	6
25	9792-1525	375	187	2363	92	72	8	3095-7, 7.5	4	RB3-101-3	2400	40	8
30	9792-1530	450	225	2496	82	85	8	3095-7, 10	6	RB3-101-3	2600	47	9
35	9792-1535	525	262	2496	82	85	10	4095-7, 10	6	RB3-101-3	2900	48	10
40	9794-1540	600	300	2633	91	85	10	4095-7, 15	6	RB3-105-3	3200	60	11
45	9794-1545	675	337	3127	91	94	10	4095-7, 15	6	RB3-105-3	3500	67	12
50	9794-1550	750	375	3450	100	94	12	4095-7, 15	6	RB3-105-3	3600	75	14
55	9794-1555	825	412	3706	106	96	12	4095-7, 15	6	RB4-205-3	3700	85	16
60	9795-1560	900	450	3924	112	96	12	4095-7, 20	6	RB6-305-3	3900	89	18
65	9795-1565	975	487	4142	118	96	12	5095-7, 20	8	RB6-305-3	4100	96	20
70	9795-1570	1050	525	4505	128	96	12	5095-7, 20	8	RB6-305-3	4400	103	22
75	9795-1575	1125	562	4978	141	96	14	5095-7, 20	8	RB6-305-3	4600	114	25
80	9796-1580	1200	600	5123	145	96	14	5095-7, 20	8	RB6-305-3	4800	125	26
85	9796-1585	1275	637	5450	154	96	16	5095-7, 20	8	RB6-305-3	5000	131	27
90	9796-1590	1350	675	5741	162	96	16	6095-1, 25	8	RB6-305-3	5400	138	29
95	9796-1595	1425	712	6068	171	96	16	6095-1, 25	8	RB6-305-3	6000	142	30
100	9798-15100	1500	750	6650	187	96	16	6012-3, 30	8	RB8-805-3	7400	146	32

*Pumps in chart are for THD of 50'. Higher heads may require larger pump or more horsepower.

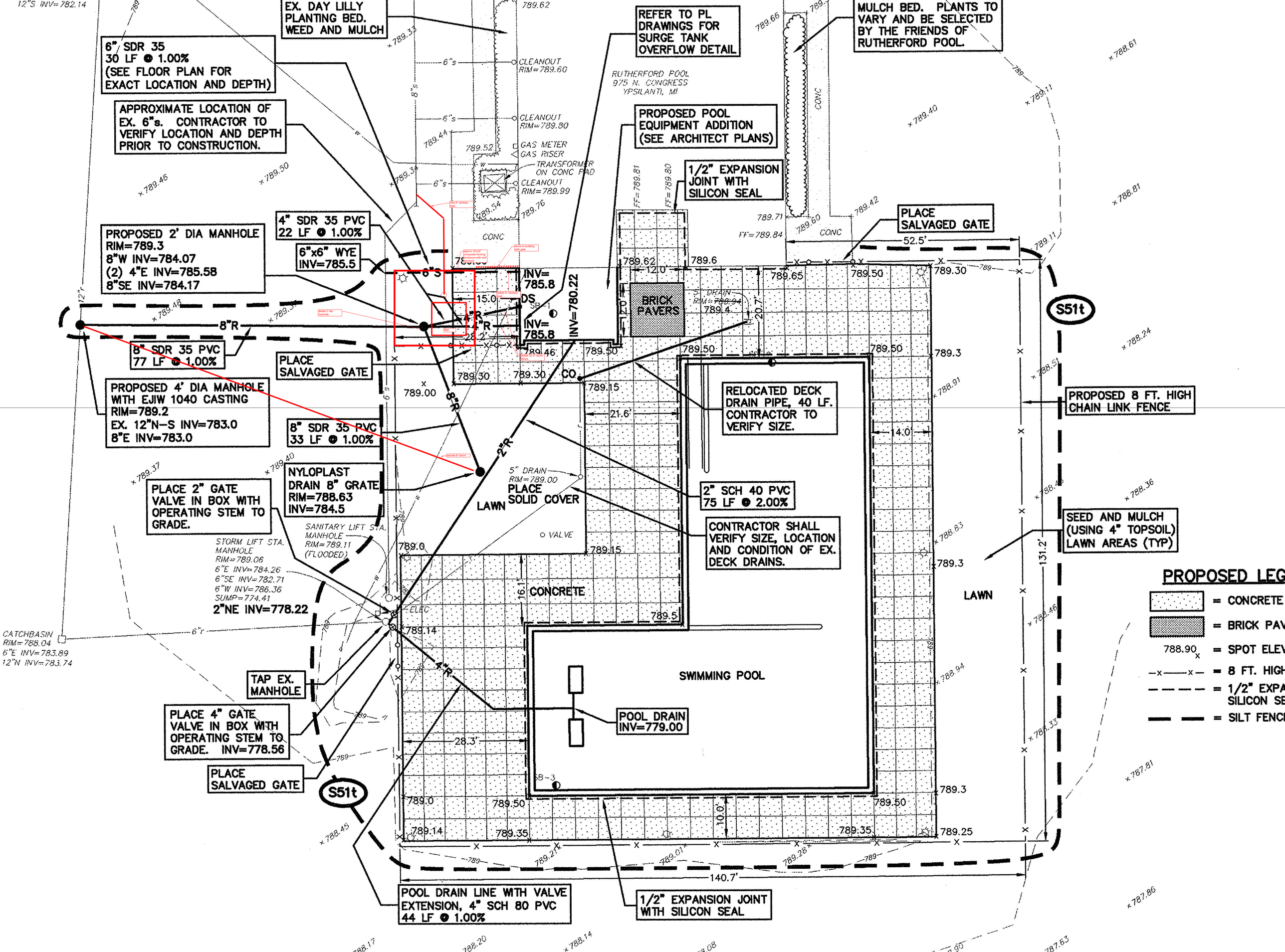
AIR SCOUR BLOWERS (AIR SCOUR BACKWASH IS OPTIONAL)
ALL-STAR RB3-101-3, 1.1HP, 70 SCFM @ 2 PSI, 1.5" CONN.
ALL-STAR RB3-105-3, 1.5HP, 70 SCFM @ 2 PSI, 1.5" CONN.
ALL-STAR RB4-205-3, 2.5HP, 130 SCFM @ 2 PSI, 2" CONN.
ALL-STAR RB6-305-3, 3.5HP, 170 SCFM @ 2 PSI, 2" CONN.
ALL-STAR RB8-805-3, 8.5HP, 320 SCFM @ 2 PSI, 2.5" CONN.



MARK V AIR RELEASE PANEL

NSF LISTED FILTER

PADDOCK POOL EQUIPMENT COMPANY
555 Paddock Parkway
Rock Hill, SC 29730
Phone: (803)324-1111
Fax: (803)324-1116
info@paddockindustries.com


EX. DAY LILLY PLANTING BED. WEED AND MULCH
6" SDR 35
30 LF @ 1.00%
(SEE FLOOR PLAN FOR EXACT LOCATION AND DEPTH)
APPROXIMATE LOCATION OF EX. 6"s. CONTRACTOR TO VERIFY LOCATION AND DEPTH PRIOR TO CONSTRUCTION.
REFER TO PL DRAWINGS FOR SURGE TANK OVERFLOW DETAIL
MULCH BED. PLANTS TO VARY AND BE SELECTED BY THE FRIENDS OF RUTHERFORD POOL.
RUTHERFORD POOL
975 N. CONGRESS
YPSILANTI, MI
PROPOSED POOL EQUIPMENT ADDITION (SEE ARCHITECT PLANS)
1/2" EXPANSION JOINT WITH SILICON SEAL
PLACE SALVAGED GATE
4" SDR 35 PVC
22 LF @ 1.00%
6"x6" WYE
INV=785.5
PROPOSED 2' DIA MANHOLE
RIM=789.3
8"W INV=784.07
(2) 4"E INV=785.58
8"SE INV=784.17
8" SDR 35 PVC
77 LF @ 1.00%
PLACE SALVAGED GATE
PROPOSED 4' DIA MANHOLE WITH EJIW 1040 CASTING
RIM=789.2
EX. 12"N-S INV=783.0
8"E INV=783.0
8" SDR 35 PVC
33 LF @ 1.00%
NYLOPLAST DRAIN 8" GRATE
RIM=788.63
INV=784.5
PLACE 2" GATE VALVE IN BOX WITH OPERATING STEM TO GRADE.
SANITARY LIFT STA. MANHOLE
RIM=789.11
(FLOODED)
STORM LIFT STA. MANHOLE
RIM=789.06
6"E INV=784.26
6"SE INV=782.71
6"W INV=786.36
SUMP=774.41
2"NE INV=778.22
CATCHBASIN
RIM=788.04
6"E INV=783.89
12"N INV=783.74
TAP EX. MANHOLE
PLACE 4" GATE VALVE IN BOX WITH OPERATING STEM TO GRADE. INV=778.56
PLACE SALVAGED GATE
S51t
POOL DRAIN LINE WITH VALVE EXTENSION, 4" SCH 80 PVC
44 LF @ 1.00%
1/2" EXPANSION JOINT WITH SILICON SEAL
CLEANOUT RIM=789.60
CLEANOUT RIM=789.80
GAS METER
GAS RISER
TRANSFORMER ON CONC PAD
CLEANOUT RIM=789.99
CONC
INV=785.8
INV=785.8
INV=780.22
DS
BRICK PAVERS
5" DRAIN RIM=789.94
5" DRAIN RIM=789.00
PLACE SOLID COVER
LAWN
VALVE
CONCRETE
SWIMMING POOL
POOL DRAIN INV=779.00
RELOCATED DECK DRAIN PIPE, 40 LF. CONTRACTOR TO VERIFY SIZE.
2" SCH 40 PVC
75 LF @ 2.00%
CONTRACTOR SHALL VERIFY SIZE, LOCATION AND CONDITION OF EX. DECK DRAINS.
PROPOSED 8 FT. HIGH CHAIN LINK FENCE
SEED AND MULCH (USING 4" TOPSOIL) LAWN AREAS (TYP)
PROPOSED LEG
= CONCRETE
= BRICK PAV
= SPOT ELEV
= 8 FT. HIGH
= 1/2" EXPA SILICON SE
= SILT FENCE
52.5'
140.7'
131.2'
28.3'
21.6'
14.0'
16.1'
10.0'
20.7'

Resolution No. 2013-071
April 26, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the Friends of the Rutherford Pool, Inc (Friends) have worked with the City to develop a plan to rebuild the Rutherford Pool, and

Whereas the Friends, with the City have secured a state grant to partially fund the rebuild, and the Friends have secured additional donations, that together will finance the rebuild, and

Whereas the City with the Friends issued a request for proposal for the rebuild, that contained a provision to consider alternate proposals, and

Whereas Baruzzini General Contractors (Baruzzini) submitted a bid with alternate proposal that would save approximately $100,000 in construction costs, and

Whereas the City and Friends have carefully considered all the bids and would like to accept the alternate proposal, and Baruzzini is willing to do additional work on the alternate proposal, at their own cost, to make it ready for submission for review and approval by the State of Michigan, City and Friends, provided, that if accepted, the bid would be approved and their alternate bid be accepted by the City and Friends, and

Whereas the City, Friends and Baruzzini have prepared a memorandum of understanding setting forth the agreement,

NOW THEREFORE, City Council approves the said memorandum of understanding and authorizes the mayor and city clerk to sign the memorandum of understanding for and on behalf of the City, subject to the approval of the city attorney.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

MEMORANDUM OF UNDERSTANDING

By and Between
City of Ypsilanti, Friends of Rutherford Pool, Inc, and Baruzzini Construction Company
Regarding Alternate Proposal for Rebuild of Pool

The City of Ypsilanti, a Michigan Municipal Home Rule City (City) of 1 South Huron Street, Ypsilanti, Mi 48197, owns the Rutherford Pool (the pool) in the city of Ypsilanti.

The Friends of the Rutherford Pool, Inc., of 1206 Pearl, Ypsilanti, MI 48197 is a Michigan non-profit federally tax exempt 501c corporation (Friends) and has entered into an agreement with the City to rebuild and operate the pool.

Baruzzini General Contractors a Michigan corporation, of 1281 S. Old US Highway 23, Brighton, MI 48114 (Baruzzini) has responded to a request for proposal (RFP) from the City of Ypsilanti in collaboration with the Friends to rebuild the pool. Several other firms responded to the RFP. The RFP contained a provision for alternate proposals. Baruzzini submitted an alternate proposal for the rebuilding of the pool that may be less expensive than the other proposals.

Friends and City desire to continue to review the proposals and explore the alternate proposal in more detail.

Baruzzini has offered to do additional work to develop the alternate proposal, including plans, drawings and specifications (additional work) in sufficient detail to allow review and approval by the City, Friends and State of Michigan DEQ and DNR.

Baruzzini desires some assurance that the alternate proposal will be fully considered after they spend the time and money to prepare the alternate plans, drawings and specifications (additional work). Baruzzini understands that the award of the contract to them is contingent upon approval of the final proposal consisting of the alternate proposal as modified by the alternate work by the City, Friends and State of Michigan.

This Memorandum of Understanding (MOU) is entered into by the parties to set out their agreement. The parties agree:

1. Baruzzini shall, at their own cost and expense, develop their alternate proposal for the rebuilding of the pool and furnish the plans, drawings and specifications (additional work) for the rebuilding of the pool in accordance with their alternate proposal to the City and Friends and submit to the Friends, City and State of Michigan in a timely manner for approval by 5 pm on June 17, 2013.

a. Time is of the essence in this matter and in the event that the City, Friends and State of Michigan have not approved the plans, drawings and specifications (additional work) for the alternate proposal on or before 5:00 pm. on Monday, June 17, 2013, this MOU is null and void and the City and Friends reserve the right to revisit all proposals and let the contract to rebuild the pool to the bidder of their choice.

2. In the event, and only in the event, and provided that all approvals of the alternate proposal as modified by the alternate work, are received from the City and state of Michigan, on or before June 17, 2013, the City and Friends agree to contract with Baruzzini for the demolition and rebuilding of the pool according to the original alternate proposal as amended by the additional work, and Baruzzini agrees to demolish the pool and rebuild, according to the original alternate proposal as amended, in a good and workman like fashion, for the sum of $844,500. The parties will then enter into a final written contract for the project, (AIA form or equivalent) subject to the approval of the city attorney.

3. If the said alternate plans, as amended by the alternate work are not, for any reason, approved by the state agencies and City, then this memorandum of understanding shall be null and void and the City and Friends reserve the right to revisit all the proposals related to the original RFP.

4. All costs of the additional work of Baruzzini shall be the sole cost and responsibility of Baruzzini, and the Friends and City shall not be responsible for the same under any circumstances.

Dated: April 26, 2013

City of Ypsilanti

By:_____
Mayor

By:_____
City Clerk

Friends of Rutherford Pool, Inc

By:_____

Baruzzini General Contractors

By:_____

Resolution No. 2013-072
April 26, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE: