

**CITY OF BERKLEY PUBLIC NOTICE
REGULAR CITY COUNCIL MEETING
Monday, June 16, 2025
7:00 P.M. – City Hall
248-658-3300**

**CALL 40th COUNCIL TO ORDER
APPROVAL OF AGENDA
MAYOR-LED MOMENT OF REFLECTION
PLEDGE OF ALLEGIANCE
PUBLIC COMMENT**

Comments are invited on each Agenda item when that item comes up for consideration. Matters not listed on the Agenda may be addressed at this time. Please state your name and residential city. Each speaker's remarks are a matter of public record, and the Council will not engage in a back-and-forth discussion. Any person speaking at a City Council Meeting may be called to order by the Mayor or any Council Member for failure to be germane to the business of the City or for disruptive or disorderly behavior which prevents the Council from conducting its business. There is a three-minute limit per speaker.

ORDER OF BUSINESS

Consent Agenda

1. **APPROVAL OF THE MINUTES:** Matter of [approving the minutes](#) of the 40th Regular City Council meeting on Monday, June 2, 2025.
2. **WARRANT LIST:** Matter of [approving Warrant List No. 1411](#).
3. **MOTION NO. M-45-25:** Matter of [appointing members](#) to boards and commissions.
4. **MOTION NO. M-46-25:** Matter of [appointing Deputy City Manager](#) for Public Services Shawn Young as the City of Berkley's representative and Superintendent of Public Works Adam Wozniak as the alternate representative to the Southeastern Oakland County Resource Recovery Authority (SOCRRA) Board of Trustees for the fiscal year ending on June 30, 2026; and instruct the City Clerk to send a copy of this motion to the SOCRRA Board.
5. **MOTION NO. M-47-25:** Matter of [appointing Deputy City Manager](#) for Public Services Shawn Young as the City of Berkley's representative and Superintendent of Public Works Adam Wozniak as the alternate representative to the Southeastern Oakland County Water Authority (SOCWA) Board of Trustees for the fiscal year ending on June 30, 2026; and instruct the City Clerk to send a copy of this motion to the SOCWA Board.
6. **MOTION NO. M-48-25:** Matter of [approving the utilization](#) of a WRC contract with additional City of Berkley specifications for water service line material verification work related to the TMF grant.
7. **PROCLAMATION NO. P-22-25:** Matter of [proclaiming July 2025](#) as Parks and Recreation month in the City of Berkley.

Regular Agenda

1. **RECOGNITIONS/PRESENTATIONS:** Matter of receiving any recognitions or presentations from the Consent Agenda.
2. **MOTION NO. M-49-25:** Matter of [authorizing the amendment](#) of the 2024/25 budget as presented.
3. **MOTION NO. M-50-25:** Matter of [approving the assessing services](#) proposal from WCA Assessing.
4. **MOTION NO. M-51-25:** Matter of [considering PSU-01-25 special land use](#) request for 4162 Twelve Mile Road, 4150 Twelve Mile Road, and 4138 Twelve Mile Road for the operation of a gas station/convenience store with an accessory restaurant counter in the Gateway District on the north side of Twelve Mile Road between Greenfield Road and Ellwood Avenue.
5. **MOTION NO. M-52-25:** Matter of [accepting the Boards & Commissions Handbook](#).

COMMUNICATIONS

ADJOURN

Note: The City of Berkley will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and verbal representations of printed materials being considered at the meeting, to individuals with disabilities at the meeting upon four working days' notice to the City. Individuals with disabilities requiring auxiliary aids or services should contact the City by writing or calling: Victoria Mitchell, ADA Contact, Berkley City Hall, 3338 Coolidge Highway, Berkley, MI 48072 (1-248-658-3310).

Note: Official minutes of City Council Meetings and supporting documents for Council packets are available for public review in the City Clerk's Office during normal working hours. Anyone wishing to submit correspondence to the Council before the meeting may send an email to comment@berkleymi.gov by noon on the day of the meeting. Emails sent prior to the deadline will be a part of the meeting record but will not be read during the Council meeting.

THE REGULAR MEETING OF THE FORTIETH COUNCIL OF THE CITY OF BERKLEY, MICHIGAN WAS CALLED TO ORDER AT 7 PM ON MONDAY, JUNE 2, 2025 BY MAYOR DEAN

PRESENT: Councilmember Steve Baker Councilmember Clarence Black
Mayor Pro Tem Ross Gavin Councilmember Dennis Hennen
Councilmember Gregory Patterson Councilmember Jessica Vilani
Mayor Bridget Dean

OTHER STAFF PRESENT:

City Manager Crystal VanVleck
City Attorney Dan Christ
Public Safety Director Matt Koehn
Community Development Director Kristen Kapelanski
Human Resources Director Jessica Stover
Emergency Manager Jack Blanchard
Department of Public Works Superintendent Adam Wozniak
Deputy City Clerk Rachel Patterson
Deputy Finance Director Amy Zurawski
Assistant to the City Manager Charlaire Stevenson

APPROVAL OF AGENDA

Mayor Pro Tem Gavin moved to approve the Agenda
Seconded by Councilmember Baker
Ayes: Black, Gavin, Hennen, Patterson, Vilani, Baker and Dean
Nays: None
Motion Approved.

PUBLIC COMMENT

Eugene Dixon, Berkley, spoke regarding the City sewer system.

Laila Reese, Berkley, spoke regarding her community group Rainbow Alliance of Berkley and its support of the LGBTQIA+ community.

CONSENT AGENDA

Councilmember Baker moved to approve the following Consent Agenda
Seconded by Councilmember Vilani

APPROVAL OF THE MINUTES: Matter of approving the minutes of the 40th Regular City Council meeting on Monday, May 19, 2025.

MOTION NO. M-39-25: Matter of declaring items as surplus.

MOTION NO. M-40-25: Matter of approving the submission of a SEMCOG Planning Grant Application for Coolidge Highway.

MOTION NO. M-41-25: Matter of considering the second reading and approval for an amendment to the Planned Unit Development previously approved for a multiple-family development on the east side of Coolidge Highway, south of Cambridge Road and north and south of Columbia Road, by the applicant,

Krieger Klatt Architects on behalf of WJ Ventures LLC, 2465 Columbia, 2475 Columbia, 2468 Columbia, and 2476 Columbia and 2475 Cambridge.

PROCLAMATION NO. P-22-25: Matter of receiving a proclamation honoring the dedication and service of John "Jack" Blanchard to the City of Berkley.

Ayes: Gavin, Hennen, Patterson, Vilani, Baker, Black and Dean

Nays: None

Motion Approved.

REGULAR AGENDA

RECOGNITIONS/PRESENTATIONS: Matter of receiving any recognitions or presentations from the Consent Agenda.

Mayor Dean read P-22-25 in its entirety.

Jack Blanchard, Emergency Manager, said that he enjoys what he does, that's why he kept doing it. We do need emergency management, proud to be a small part of it.

Chief Koehn, Berkley Public Safety, thanked Mr. Blanchard and commended his work. He said he is well known throughout the county for his work.

Thomas Hardesty, Oakland County Homeland Security, thanked Council for the opportunity to recognize Mr. Blanchard.

Mike Crum, retired Berkley Public Safety Officer, spoke regarding working with Jack for many years and his reputation throughout the county.

Greg DuRoss, Berkley, commended Mr. Blanchard's work.

Mayor Dean said that Mr. Blanchard was here when she began at Council and that she has appreciated working with him over the years.

MOTION NO. M-42-25: Matter of approving a Charitable Solicitation Permit application submitted by Disarmory Ministries to destroy firearms every Friday and Saturday from 10 a.m.- 2 p.m. now through November 1, 2025 in the parking lot of Greenfield Presbyterian Church, 2312 Greenfield Road. The organization will have a donation bucket placed on the property.

Councilmember Hennen moved to approve Motion No. M-42-25

Seconded by Mayor Pro Tem Gavin

Ayes: Hennen, Patterson, Vilani, Baker, Black, Gavin and Dean

Nays: None.

Motion Approved.

Jessica Renstra, Disarmory Ministries, described the program. She also answered questions from Council regarding safety, waste, communication about the program to the community and shared stories of people who have used the program.

MOTION NO. M-43-25: Matter of approving a dedication ceremony in honor of former Mayor Maybelle Fraser, and the purchase of a plaque to be placed on the City gazebo in her honor.

Councilmember Patterson moved to approve Motion No. M-43-25

Seconded by Mayor Pro Tem Vilani

Ayes: Patterson, Vilani, Baker, Black, Gavin, Hennen and Dean

Nays: None.

Motion Approved.

Carol Bowman, Maybelle's daughter, thanked Council and stated that the gazebo looked beautiful.

MOTION NO. M-44-25: Matter of reviewing the Quarter 1 Strategic Framework report.
Councilmember Baker moved to approve Motion No. M-44-25
Seconded by Councilmember Vilani
Motion Reviewed.

Presented by City Manager VanVleck and Assistant to the City Manager Charlaine Stevenson.

Ms. VanVleck introduced Ms. Stevenson and explained the prior work completed on the report.

- Mission: Berkley will strive to enhance economic vitality, preserve neighborhoods, and foster progress to implement the City's vision and values.
- Vision: Berkley will be a thriving 21st- century municipality, rooted in strong neighborhoods and walkable design, supported by a caring community that helps every resident, business and visitor to flourish.
- Values: Caring, Innovative, Welcoming, Active
- Priority Areas:
 1. Organizational Effectiveness - Collaboration and strategic planning serve as core drivers of equitable, efficient and effective service delivery and policy development
 - Objective: Cultivate a strong organizational culture
 - Planning is in process for the summer staff picnic
 - Human Resources and City Manager are planning a citywide Leadership/HR Update to introduce and engage city staff in the strategic framework, as well as the future of Human Resources and Open Enrollment
 - Human Resources has engaged Oakland County in broadening our citywide training opportunities including access to online training resources
 - Objective: Optimize organization, structure, staffing, policies/procedures, and level of service
 - Parks and Recreation, Facilities, and Public Works have been consolidated under Berkley Public Services. This has created shared resources and responsibilities of multiple departments that consistently work together to deliver various services. The individual departments will continue to keep their names.
 - The Treasury and Finance Department have consolidated shared responsibilities, creating greater efficiency
 - City Manager's Office and the Clerk's Office have worked together to complete Phase 1 of the Boards and Commission Policy changes
 - All human resource functions, including FMLA, workers' compensation benefits recruitment, disability, and COBRA, have been officially handed off to our Human Resources Department. Director Jessica Stover has hit the ground running, accomplishing a lot in the last quarter, including:
 - * Human Resources has created new and updated existing paperwork implementation, including: ADN Registration form, Background Check
 - * Authorization, and Personal Information forms
 - * Human Resources has implemented interview procedures, including standards for interviewing applicants.
 - * Human Resources conducted an audit of employee I-9 forms
 - Objective: Identify and Implement Innovative Operational Solutions
 - Community Development has made all permitting available online except those that require a detailed plan review
 - The Clerk's Office has scanned all contracts and is migrating all documents to digital files on the internal server
 - The Finance Department has created and updated templates for daily tasks to standardize all processes

- Public Safety has implemented the parking permit portal and is almost a paperless department
- 2. Economic Sustainability - A vibrant Berkley embraces creative and innovative economic strategies that welcome and encourage commercial and residential diversity
 - Objective: Identify, prioritize and deploy economic development tools
 - Community Development and the City Manager met with the Michigan Economic Development Corporation (MEDC) and Oakland County to discuss various tools and opportunities for development.
 - Community Development has presented the PILOT Workforce ordinance to the City Council, which provides an additional economic development tool to the city.
 - Objective: Implement Master Plan updates and development process improvements
 - Community Development has finished the Zoning Ordinance, a cover-to-cover reexamination of all zoning regulations.
 - Community Development is actively working on completing the Master Plan Implementation Matrix. The majority of it is complete, with several tasks underway and five on hold due to funding issues or a longer time horizon.
 - Objective: Complete Comprehensive Asset Needs Inventory & Management
 - Facilities completed an assessment of all municipal buildings in February 2025. The assessment provides an analysis of our long-term maintenance needs and life cycles of our facilities, and will guide us in a proactive approach to strategically invest in our assets. Future capital needs will be reflected in the City's Capital Improvement Plan.
 - Objective: Develop a sustainable asset investment strategy that supports funding for the city's capital improvement plan
 - The Finance Department implemented an overhaul of the City's Capital Improvement Plan process to ensure a thorough, well-thought-out, long-term plan to address our capital needs.
 - We have scheduled to set aside \$315,000 this fiscal year into the new Public Improvement Fund, which was created to strategically invest in and fund the City's capital needs.
- 3. Community Assets - Recognizing the cumulative human, financial and community costs of capital disinvestment, Berkley will develop a sustainable long-term capital investment strategy that bolsters quality of life
 - Objective: Improve Community Resiliency
 - The Community Development Department completed the engineering Design Standards, which includes a comprehensive guide to developing and redeveloping property. This focuses on non-residential and large-scale residential projects. These standards include current and future standards from Oakland County, MDOT, and other regulatory agencies.
 - Objective: Improve Facility/ Staff Security & Safety
 - The Clerk's Office has created a comprehensive election security plan with Jack Blanchard and the Berkley School District.
 - Funds were set aside in the FY 2025-26 recommended budget to update security measures at City Hall and the Community Center, including cameras and expansion of the card access system.
- 4. Open Communications - The City of Berkley prioritizes authentic, transparent, frequent and consistent internal and external communication strategies that foster confidence, awareness, pride and community connections
 - Objective: Identify and implement priority communication strategies within Human and Financial Resources
 - The Communications Department has launched the new website and fixed all bugs.

- Parks and Recreation and the Library worked with the Communications Department to release the second program guide for Spring/Summer, providing residents with important information regarding events and programs.
 - The Communications Department continues to provide robust information to the community via social media, email, specialized mailers, and the City website, including Council meeting recaps, changes to yard waste/chipper service, water main breaks, and city-hosted events like Winter Fest.
- Objective: Foster Meaningful Community Engagement and Genuine Relationships
 - The City Manager's office and the Clerk's Office facilitated two Board and Commission meetings with our AdHoc Committee and one with Board and Commission chairs to manage policy updates. Attendees were able to provide feedback on policies and procedures to the AdHoc Committee and city staff.
 - City staff started meetings with a group of business owners and residents to aid in planning and implementing the Dorothea Pilot Pocket Park.
- Objective: Identify community audiences and the most effective City "voice(s)"
 - The Communication Department is developing a communications survey to identify community members' preferred communication channels.
 - We have utilized the new website and social media to advertise job openings and the audit report with consistent branding.
- 5. Fiscal Stewardship- Berkley is attentive to its fiscal realities, yet prioritizes value over cost, seeks to balance the delivery of community services and unfunded capital and financial liabilities through revenue diversity, operational efficiencies and increasing private investment through the community
 - Objective: Clearly Define and Articulate the City's Long-Term Fiscal Realities
 - The Finance Department and the City Manager's Office recommended a 3-year budget (Fiscal Year 2025/26 - Fiscal Year 2027/28), including the 6-year Capital Improvement Plan forecast for the city. This year's budget document was transformed into a more user-friendly version that tells the story of the City's budget forecast, through the hard work of the Communications Department and Finance Department.
 - Objective: Identify Additional Funding Strategies and Partnerships
 - The City Manager's Office submitted requests to federal and state agencies for four projects for the 2025-2026 fiscal year.
 - Facilities and the Historical Museum submitted a grant application for the Community Museum Grant Program.

Ms. VanVleck wrapped up with an explanation of how and why the framework was initially created.

COMMUNICATIONS:

COUNCILMEMBER BLACK

- Stated that this would be his last physical city council meeting for a while. As he said last council session, he is deploying. He said that it is his intent to be a part of council sessions virtually as he is available. He said that he cannot tell anyone where he's going—don't ask or he'll kill you.
- He said that he loves doing this and loves this city and is honored to go and serve his country and represent it. He said that he thinks his wife, who has their four teenagers while he's gone, has the worst part of the job. When you deploy, your family deploys; the people that know you deploy.
- He stated that less than 1% do this, and please don't forget that ever. He said that this thing that we have, and all of us that operate under this flag, is because men and women do this. It is his job to keep them safe, give them the best orders he can, to lead them as honorably as he can. He said he has two beautiful girls who are going to be seniors, and he's going to miss 75% of their senior year. And that's tough. And even though he is the most handsome member of this council, he is going to miss these faces and working with these people.

- He said he is looking forward to putting foot to butt for this country and seeing everyone again in 10 months to a year. Prayers are accepted.

COUNCILMEMBER HENNEN

- Thanked Councilmember Black for his service and your sacrifice.
- For the Zoning Board of Appeals: no meeting in June.
- The Tree Board is continuing to monitor the health of the trees in the city, preparing for future outreach efforts. Their next meeting is June 23rd at 7 PM in the second-floor Public Safety Conference Room.

COUNCILMEMBER BAKER

- Echoed his colleague and thanked Councilmember Black for his service. Godspeed, take care, stay safe.
 - The Historical Committee meets next Tuesday, June 10th, at 7 PM in the second-floor conference room of the Public Safety building.
 - Please visit the museum Sundays from 2 to 4 PM. and Wednesdays from 10 AM. – 1 PM
 - One of the newer additions to the museum is some vintage Berkley High School marching band uniforms. Learn about that and more at berkeleyhistory.com.
- The Downtown Development Authority (DDA) board meets the very next day, Wednesday, June 11th, at 8:15 AM, in the same location, second-floor Public Safety Conference Room.
 - The Farmers Market has been delayed to get some contracts signed, but everything is being taken care of. He said that they are eager to see that progress and bring that popular event back to our downtown.
 - Meanwhile, there's plenty of other cool things, including the Berkley Pride Block Party coming up Sunday, June 22nd, from 1-5 PM. There'll be a kids tent with crafts and face painting, a teen lounge with games and crafts, DJ Laura from Elshar Productions as well as vendor booths, food trucks, Berkley Pride shirts and all that kind of fun stuff. To learn more about that and the other cool things going on in our downtown, visit downtownberkeley.com.
- Finally, it was John Steinbeck who said, "In early June the world of leaf and blade and flowers explodes, and every sunset is different." There's so much to celebrate and learn about in June. As mentioned, it's Pride Month, Alzheimer's Awareness Month, and tomorrow, June 3rd, is Gun Violence Awareness Day. Juneteenth is on the 19th, World Refugee Day on the 20th, and Helen Keller's birthday is on the 27th. He encouraged everyone, as liaison to the Historical Committee and just as a fellow human, to take a moment to learn more about these key topics and milestone dates and take action to help advance whatever causes resonate with you most.
- Please stay safe out there and hug somebody you love.

MAYOR PRO TEM GAVIN

- Thanked Councilmember Black for what he's doing, a heartfelt thank you. He said that they are looking forward to seeing him back in person real soon.
- For the Parks and Recreation Advisory Board:
 - Reminder that specialty camps are online and ready for registration at berkeleymi.gov.
 - The next meeting will be June 12th at 7 PM at the Community Center.
- For the Library Board:
 - The Ice Cream Social to kick off summer reading is on Monday, June 16th, from 6-8 PM. The event is sponsored by Friends of the Berkley Public Library.
 - Gave a big shout-out to the Friends for over \$3,000 raised at the book sale they had. Thanked Library Director Matt Church, the Library Board, and the Friends for all their hard work.
 - The next meeting of the Library Board will be June 18th at 7 PM at the Library.

COUNCILMEMBER VILANI

- From the Berkley Area Chamber:

- The Berkley ArtFest coming up very soon on June 14th; it's a great way to get out and get some art.
- To those looking to get involved in your community, the Berkley Chamber has volunteer opportunities for families. Reach out at berkleychamber.com for lots of opportunities to help out.
- Additionally, we're calling all artists for chalk art of all abilities. There are three different categories for the chalk art festival in July: teen, youth, and adult. So, everybody get your chalk palette ready and sign up!
- From the Environmental Advisory Committee:
 - There have been no meetings since the last council meeting.
- Extended warm wishes to all of the 2025 Berkley High School graduates. The world is your oyster. Go out there and make us proud.
- She ended by telling Councilmember Black that when he comes back, his welcome home lasagna is going to weigh even more than his departure one did. Stay safe.

COUNCILMEMBER PATTERSON

- Told Councilmember Black to hurry back.
- The Beautification Committee met last week. They're working on a pretty cool Adopt-a-Garden program. More details are coming out very soon. They're also working on a park cleanup. They haven't set the date yet, but it's coming.
- The Planning Commission met and held a public hearing regarding a new development at 12 and Greenfield on the corner there.
- The City's volunteer appreciation lunch was today. Thanked Ms. Stevenson. He said thank you for putting that on for our volunteers' they are the heartbeat of our community. He said that what they all do and what was done did to honor them today was appreciated.
 - The volunteers did a vote and they picked Lisa Kempner as Volunteer of the Year. Serving as our Planning Commission Chair, Lisa Kempner's kindness, dedication, and generous spirit have touched so many lives and brought light to everything that she does. With a sprinkle of glitter. He said that she inspires him and most of Berkley to give more, care more, and just be more. Berkley is better because of volunteers and because of Lisa.
- Thanked Ms. Van Vleck and wished her a happy six months, official that day. He said that it's great to have her, and thanked her for all that she does for us.

CITY MANAGER VANVLECK

- Thanked Councilmember Patterson.
- Berkley's DIA Inside Out program painting was installed last week by the Community Center. Thanked Director McMinn for that update. She said she encourages everyone to go there, visit, and check it out. Visit dia.org/insideout to find out where all the paintings are for the program.
- Update on how our Dorothea Pilot Pocket Park Project is going.
 - The road will be closed June 14th through July 19th. The reason we're closing it down on the 14th is because it takes a little time to get everything together to close it down correctly. The soft-opening for it will be around June 19th. The 14th is a Saturday and also ArtFest, so we want to make sure we're ready for that. Other events using the space are in the works.

CITY ATTORNEY CHRIST

- No legal update.
- Thanked Councilmember Black for his service, wished him Godspeed and safe travels.

MAYOR DEAN

- Memorial Day was observed last Monday, May 26th. On the Friday before, she said she had been invited to attend the Memorial Day observance at Rogers Elementary. It was an annual event the school held, and she described it not as a production, but as an incredible observance.
 - The event began with a parade, and every grade participated—some students recited poetry while others sang songs. One particularly powerful portion involved children

holding up placards showing the number of lives lost in each conflict. The Civil War had the highest toll.

- Expressed her gratitude to all who had made the ultimate sacrifice. She said she believes it is vital not only for adults to remember, but for children to learn and understand, so that they too can remember. She said she saw this remembrance as part of the nation's history and a reason for the freedoms enjoyed today.
- On Memorial Day itself, she said she attended a ceremony at the gazebo, followed by another at the Legion.
- Shared that she came from a military family. Although she has not served herself, her three brothers had; she that she was grateful that all three had returned home.
- Extended her appreciation to those who had made the ultimate sacrifice and specifically thanked Councilmember Black for his service, as it allowed the council to hold open meetings and the community to live freely.
- She attended the volunteer luncheon held on Monday, June 2nd. She said that it's a cooperative relationship between the city, departments, and the volunteers who support them. Everyone who attended, and those who couldn't be there but serve on a board or commission, they wake up every morning with a certain amount of energy. Sometimes it's a little, sometimes it's a lot. But choosing to give some of that precious energy to your community, outside of yourself, is commendable. She said she appreciates everyone who gives their time and talent, and encourages those interested to consider joining a board or commission.

ADJOURNMENT:

Councilmember Patterson moved to adjourn the Regular Meeting at 8:10 PM

Seconded by Councilmember Vilani

Ayes: Gavin, Hennen, Patterson, Vilani, Baker, Black and Dean

Nays: None

Motion Approved.

ATTEST:

Bridget Dean, Mayor

Rachel Patterson, Deputy City Clerk



CITY OF BERKLEY
WARRANT LIST
#1411
MAY 2025

Check Date	Check #	Payee	Description	GL #	Amount
05/15/2025	78239	21ST CENTURY MEDIA - MICHIGAN	ADVERTISING	101-215-901-000	114.99
			ADVERTISING	101-701-901-000	152.94
					267.93
05/15/2025	78240	2219 Coolidge, LLC	BBA24-0037 - PBG24-0002	101-000-283-000	100.00
05/15/2025	78241	2219 Coolidge, LLC	BBD24-0004 - PBG24-0003	101-000-283-000	500.00
05/15/2025	78242	AFC INDUSTRIES, INC	VEHICLE SUPPLIES	101-443-781-000	26.97
05/15/2025	78243	AIRGAS USA, LLC	VEHICLE SUPPLIES	101-443-781-000	56.80
05/15/2025	78244	AMAZON CAPITAL SERVICES	PROGRAM SUPPLIES	101-101-758-000	94.74
			OFFICE SUPPLIES	101-172-728-000	39.95
			EQUIPMENT SUPPLIES	101-228-778-000	31.98
			EQUIPMENT SUPPLIES	101-228-778-000	46.68
			EQUIPMENT SUPPLIES	101-228-778-000	69.74
			EQUIPMENT SUPPLIES	101-228-778-000	15.99
			EQUIPMENT SUPPLIES	101-228-778-000	69.54
			MAINTENANCE SUPPLIES - CITY HALL	101-267-776-101	39.52
			MAINTENANCE SUPPLIES - DPW	101-267-776-441	7.45
			SUPPLIES	101-345-728-000	235.96
			SUPPLIES	101-345-728-000	67.24
			CAR COMPUTERS	101-345-985-001	173.84

			CAR COMPUTERS	101-345-985-001	557.13
			VEHICLE SUPPLIES	101-443-781-000	19.30
			VEHICLE SUPPLIES	101-443-781-000	47.99
			VEHICLE SUPPLIES	101-443-781-000	56.28
			VEHICLE SUPPLIES	101-443-781-000	15.99
			EQUIPMENT	592-536-982-592	144.06
			EQUIPMENT	592-536-982-592	23.95
			EQUIPMENT	592-536-982-592	85.70
					1,843.03
05/15/2025	78245	AMERICAN FIRE PROTECTION SERVICES	BUILDING MAINTENANCE - DPW	101-267-931-441	153.00
05/15/2025	78246	ARMADILLO PRINTWEAR	UNIFORMS	592-536-744-000	675.00
05/15/2025	78247	AT&T	TELEPHONE	101-265-853-000	660.90
			TELEPHONE	101-265-853-000	159.81
			TELEPHONE	101-345-853-000	94.41
			TELEPHONE	101-345-853-000	420.53
			TELEPHONE	101-441-853-000	47.21
			TELEPHONE	101-441-853-000	75.70
			TELEPHONE	101-790-853-000	47.21
			TELEPHONE	101-790-853-000	75.70
			TELEPHONE	208-751-853-000	161.48
			TELEPHONE	208-751-853-000	94.41
			TELEPHONE	208-751-853-000	109.34
					1,946.70
05/15/2025	78248	AT&T	CONTRACTUAL SERVICES	101-228-818-000	195.24
05/15/2025	78249	Audrik, inc. dba Roto Rooter	BBP24-0061 - PUT24-0158	101-000-283-000	5,000.00
05/15/2025	78250	B&H PHOTO-VIDEO	EQUIPMENT SUPPLIES	101-228-778-000	260.13
05/15/2025	78251	BIG D LOCK CITY	BUILDING MAINTENANCE - CITY HALL	101-267-931-101	110.00

05/15/2025	78252	Bison Plumbing Inc	BBP25-0016 - PUT25-0024	101-000-283-000	5,000.00
05/15/2025	78253	Blue Star, Inc.	BD25-0005 - PBD25-0008	101-000-283-000	1,000.00
05/15/2025	78254	BRENDA PAMELA ZARINANA-CASTANEDA	CONTRACTUAL SERVICES	211-752-818-000	1,021.50
05/15/2025	78255	CAMELOT CLEANERS	PRISONER BOARD	101-345-753-000	110.50
05/15/2025	78256	CARDCONNECT	CONTRACTUAL SERVICES	208-751-818-000	25.00
05/15/2025	78257	CARLISLE / WORTMAN	CONSULTANT	101-701-817-000	125.00
			CONSULTANT	101-701-817-000	287.50
			CONSULTANT	101-701-817-000	560.00
					<u>972.50</u>
05/15/2025	78258	CDW GOVERNMENT, INC.	SOFTWARE MAINT AND SUBSCRIPTIONS	101-228-760-000	267.60
05/15/2025	78259	CINTAS	MAINTENANCE SUPPLIES - CITY HALL	101-267-776-101	149.77
05/15/2025	78260	CMV LANDSCAPE & EQUIPMENT COMPANY	CONCRETE REPAIR	592-536-982-000	36,364.00
05/15/2025	78261	Colt Plumbing LLC	BSW25-0010 - PUT25-0031	101-000-283-000	500.00
05/15/2025	78262	CONTRACTORS CLOTHING CO.	UNIFORMS	101-443-744-000	134.95
			UNIFORMS	101-443-744-000	40.00
			UNIFORMS	202-464-744-000	16.19
			UNIFORMS	592-536-744-000	215.18
			UNIFORMS	592-536-744-000	31.49
			UNIFORMS	592-537-744-000	275.56
					<u>713.37</u>
05/15/2025	78263	CONTRACTORS CONNECTION	UNIFORMS	202-464-744-000	262.50

			EQUIPMENT	592-536-982-592	192.00
					454.50
05/15/2025	78264	CSI Chris's Sewer Inspections	BBP24-0032 - PUT24-0073	101-000-283-000	5,000.00
05/15/2025	78265	DDP BIKE SHARE CORPORATION	STREETSCAPE IMPROVEMENTS	248-902-972-200	1,615.00
05/15/2025	78266	DDP BIKE SHARE CORPORATION	STREETSCAPE IMPROVEMENTS	248-902-972-200	1,615.00
05/15/2025	78267	DEALER AUTO PARTS SALES	VEHICLE SUPPLIES	101-443-781-000	21.40
			VEHICLE SUPPLIES	101-443-781-000	20.90
			VEHICLE SUPPLIES	101-443-781-000	501.49
			VEHICLE SUPPLIES	101-443-781-000	12.00
			VEHICLE SUPPLIES	101-443-781-000	141.12
			VEHICLE SUPPLIES	101-443-781-000	17.45
			VEHICLE SUPPLIES	101-443-781-000	17.45
					731.81
05/15/2025	78268	DELANG FLUID POWER, INC.	VEHICLE SUPPLIES	101-443-781-000	1,393.05
05/15/2025	78269	DELL MARKETING LP	CAR COMPUTERS	101-345-985-001	3,076.78
05/15/2025	78270	DES MOINES STAMP MANUFACTURING CO.	EQUIPMENT SUPPLIES	101-228-778-000	274.20
05/15/2025	78271	DURST LUMBER & ACE HARDWARE	MAINTENANCE SUPPLIES - PUB SAFETY	101-267-776-345	32.98
			SUPPLIES	101-345-728-000	32.34
			VEHICLE SUPPLIES	101-443-781-000	19.98
			VEHICLE SUPPLIES	101-443-781-000	33.58
			PROGRAM SUPPLIES	509-758-758-000	25.71
					144.59
05/15/2025	78272	EJ USA, INC.	EQUIPMENT	592-536-982-592	271.25
			EQUIPMENT	592-536-982-592	3,571.28
			EQUIPMENT	592-536-982-592	2,976.47

						6,819.00
05/15/2025	78273	ERC-LED, LLC	UTILITIES - LED CONVERSION	101-265-920-265		4,170.00
05/15/2025	78274	ERNEST BUDZINSKI	PROFESSIONAL DEVELOPMENT	101-443-960-000		51.04
05/15/2025	78275	FERGUSON WATERWORKS #3386	EQUIPMENT	592-536-982-592		536.84
05/15/2025	78276	FIRST ADVANTAGE OCCUPATIONAL HEALTH	CONTRACTUAL SERVICES	211-752-818-000		292.45
05/15/2025	78277	Foreman Construction Inc	BD24-0018 - PBD24-0021	101-000-283-000		910.00
05/15/2025	78278	GRAINGER	VEHICLE MAINTENANCE - DPW	101-345-939-002	20.18	
			VEHICLE SUPPLIES	101-443-781-000	75.28	
					95.46	
05/15/2025	78279	GUNNERS METERS & PARTS INC.	EQUIPMENT	592-536-982-592	250.00	
			EQUIPMENT	592-536-982-592	340.00	
					590.00	
05/15/2025	78280	H.D. EDWARDS & CO.	VEHICLE SUPPLIES	101-443-781-000		29.05
05/15/2025	78281	HAFELI, STARAN, & CHRIST, P.C.	CITY ATTORNEY	101-266-825-000		5,658.75
05/15/2025	78282	HUBBELL, ROTH & CLARK	PROJECT ESCROW - PATTENGILL PROJECT	101-000-283-251	321.47	
			PROJECT ESCROW ENGIN - BEAR FIELDHOUSE	101-000-283-252	540.09	
			BUILDING ESCROW-ENGINEERING REVIEW	101-000-283-371	300.00	
			BUILDING ESCROW-ENGINEERING REVIEW	101-000-283-371	600.00	
			BUILDING ESCROW-ENGINEERING REVIEW	101-000-283-371	300.00	
			BUILDING ESCROW-ENGINEERING REVIEW	101-000-283-371	300.00	
					2,361.56	

05/15/2025	78283	HUNT SIGN CO LTD	PROGRAM SUPPLIES	202-475-758-000	213.75
			PROGRAM SUPPLIES	202-475-758-000	19.50
			PROGRAM SUPPLIES	203-475-758-000	498.75
			PROGRAM SUPPLIES	203-475-758-000	45.50
					777.50
05/15/2025	78284	HYDROCORP	CROSS CONNECTIONS	592-536-822-000	1,769.00
05/15/2025	78285	INTEGRATED SUPPLY NETWORK	TOOLS	592-536-787-000	188.03
05/15/2025	78286	INTERSTATE BILLING SERVICES, INC	VEHICLE SUPPLIES	101-443-781-000	725.52
05/15/2025	78287	J.H. HART URBAN FORESTRY	CONTRACTUAL SERVICES	202-468-818-000	2,408.88
			CONTRACTUAL SERVICES	202-468-818-000	2,736.98
			CONTRACTUAL SERVICES	203-468-818-000	5,620.72
			CONTRACTUAL SERVICES	203-468-818-000	6,386.28
					17,152.86
05/15/2025	78288	JOHNSON CONTROLS, INC.	HEAT/COOLING	101-265-976-002	4,500.00
			HEAT/COOLING	101-265-976-002	10,102.74
					14,602.74
05/15/2025	78289	Joseph Tagliavia & Associates	BS25-0003 - PZC25-0039	101-000-283-000	200.00
05/15/2025	78290	JUMP-A-RAMA, INC.	CONTRACTUAL SERVICES	208-845-818-000	415.80
05/15/2025	78291	KANOPY, INC.	DOWNLOADABLE CONTENT	101-790-731-001	227.80
05/15/2025	78292	KAREN BUMANN	REIMBURSEMENT FOR LOST/DAMAGED BOOKS	101-001-670-738	29.99
05/15/2025	78293	KONICA MINOLTA BUSINESS SOLUTIONS	OFFICE EQUIPMENT RENTAL	101-265-946-000	633.14
			OFFICE EQUIPMENT RENTAL	101-441-946-000	19.99
			OFFICE EQUIPMENT RENTAL	208-751-946-000	53.02

			OFFICE EQUIPMENT RENTAL	208-751-946-000	46.76
			OFFICE EQUIPMENT RENTAL	208-751-946-000	130.20
			OFFICE EQUIPMENT RENTAL	592-536-946-000	19.98
					903.09
05/15/2025	78294	LARRY'S WELDING SUPPLY	VEHICLE SUPPLIES	101-443-781-000	62.65
05/15/2025	78295	LGC GLOBAL ENERGY FM, LLC	CUSTODIAL SERVICES - CITY HALL	101-267-811-101	919.40
			CUSTODIAL SERVICES - LIBRARY	101-267-811-271	2,268.85
			CUSTODIAL SERVICES - PUB SAFETY	101-267-811-345	1,711.71
			CUSTODIAL SERVICES - DPW	101-267-811-441	282.81
			CUSTODIAL SERVICES - PARKS	208-267-811-208	1,386.49
					6,569.26
05/15/2025	78296	Main Drain Sewer & Repair LLC	BBP25-0014 - PUT25-0020	101-000-283-000	5,000.00
05/15/2025	78297	MALONEY TRUCKING	DPW CONTRACTUAL	592-536-830-000	2,925.00
			DPW CONTRACTUAL	592-536-830-000	1,290.00
					4,215.00
05/15/2025	78298	MARINE CITY NURSERY CO	PROGRAM SUPPLIES	202-468-758-000	144.00
			PROGRAM SUPPLIES	203-468-758-000	336.00
					480.00
05/15/2025	78299	MATTHEW WELLS	PROFESSIONAL DEVELOPMENT	101-443-960-000	20.34
05/15/2025	78300	METRO PUMP SERVICE	FUEL & OIL	101-441-751-000	460.00
05/15/2025	78301	MICHIGAN STATE POLICE	CONTRACTUAL SERVICES	101-345-818-000	30.00
05/15/2025	78302	MIDWEST TAPE	DOWNLOADABLE CONTENT	101-790-731-001	415.43
05/15/2025	78303	MISDU	PAYROLL DEDUCTIONS	101-000-231-000	82.99

			PAYROLL DEDUCTIONS	101-000-231-000	542.76 625.75
05/15/2025	78304	MORBARK, LLC	VEHICLE SUPPLIES	101-443-781-000	184.71
05/15/2025	78305	NAPA AUTO PARTS	VEHICLE SUPPLIES	101-443-781-000	1,556.99
05/15/2025	78306	NESCON	VEHICLES	202-522-985-000	360,645.00
05/15/2025	78307	NIHADA LILIC, LERMA TREASURER	MEMBERSHIPS	101-305-803-000	75.00
05/15/2025	78308	NYE UNIFORM	UNIFORMS-CLEANING & PURCHASES	101-345-744-000	610.00
05/15/2025	78309	O'REILLY AUTOMOTIVE, INC.	VEHICLE MAINTENANCE - DPW	101-345-939-002	46.18
			FUEL & OIL	101-441-751-000	130.89
			VEHICLE SUPPLIES	101-443-781-000	456.01
			VEHICLE MAINTENANCE	211-755-939-000	62.36
					695.44
05/15/2025	78310	OAKLAND COUNTY	BULK SEWAGE	592-536-927-000	94,052.07
			STORM FLOW	592-537-927-000	170,435.17
					264,487.24
05/15/2025	78311	ORKIN PEST CONTROL	BUILDING MAINTENANCE - PUB SAFETY	101-267-931-345	75.00
05/15/2025	78312	OVERDRIVE, INC.	DOWNLOADABLE CONTENT	101-790-731-001	730.43
05/15/2025	78313	P. A. MORRIS COMPANY	SECRETARIAL SERVICES	248-722-818-205	150.00
05/15/2025	78314	PATRICE VON LISKI	CONTRACTUAL SERVICES	208-845-818-000	105.00

05/15/2025	78315	PIONEER MANUFACTURING COMPANY	PLAYGROUND/ATHLETIC	208-751-750-000	663.14
05/15/2025	78316	POMP'S TIRE SERVICE, INC.	VEHICLE MAINTENANCE - DPW	101-345-939-002	463.00
			VEHICLE SUPPLIES	101-443-781-000	351.04
					814.04
05/15/2025	78317	POWER BRAKE AND SPRING SERVICE CO	VEHICLE SUPPLIES	101-443-781-000	46.00
			VEHICLE SUPPLIES	101-443-781-000	46.00
					92.00
05/15/2025	78318	PRESIDIO NETWORKED SOLUTIONS GROUP	CONTRACTUAL SERVICES	101-228-818-000	1,791.21
05/15/2025	78319	PRINTING SYSTEMS	STATIONARY	592-536-729-000	557.15
05/15/2025	78320	QUANTUM SERVICES GROUP, LLC	CONTRACTUAL SERVICES	101-228-818-000	1,642.00
05/15/2025	78321	REBECCA STOUT	PROFESSIONAL DEVELOPMENT	101-790-960-000	107.80
05/15/2025	78322	Renovations by Brendan Molloy	BBD24-0009 - PBRA24-0058	101-000-283-000	500.00
05/15/2025	78323	Right Hand Drive Holdings, LLC	BBE24-0012 - PBCA24-0011	101-000-283-000	800.00
05/15/2025	78324	RKA PETROLEUM COS, INC	INVENTORY - FUEL & OIL	101-000-110-002	1,622.85
05/15/2025	78325	ROCKET ENTERPRISE INC.	PROGRAM SUPPLIES	101-441-758-000	126.00
05/15/2025	78326	SHAWN KNIGHT	UNIFORMS-CLEANING AND PURCHASES	101-325-744-000	79.90
05/15/2025	78327	SHIFMAN FOURNIER	LEGAL SERVICES - LABOR	101-266-824-000	3,102.00

05/15/2025	78328	SITEONE LANDSCAPE SUPPLY, LLC	EQUIPMENT	592-536-982-592	54.00
			EQUIPMENT	592-536-982-592	8.79
					62.79
05/15/2025	78329	SOCRRA	RUBBISH COLLECTION	226-528-818-001	34,383.52
			TRASH DISPOSAL	226-528-818-003	22,484.48
					56,868.00
05/15/2025	78330	SOCWA	BULK WATER	592-536-926-000	72,281.63
05/15/2025	78331	STAPLES	EMERGENCY MANAGEMENTS EXPENSES	101-305-755-000	18.44
			SUPPLIES	101-345-728-000	172.34
			EQUIPMENT	101-345-982-000	300.68
			OFFICE SUPPLIES	101-790-728-000	247.82
					739.28
05/15/2025	78332	SWEETWATER SPRINKLERS	BUILDING MAINTENANCE - LIBRARY	101-267-931-271	349.00
05/15/2025	78333	T-MOBILE	DOWNLOADABLE CONTENT	101-790-731-001	287.00
05/15/2025	78334	TECHRADIUM, INC.	CONTRACTUAL SERVICES	101-325-818-000	92.00
05/15/2025	78335	TERMINAL SUPPLY CO	VEHICLE SUPPLIES	101-443-781-000	97.86
05/15/2025	78336	Thornton & Grooms Inc	BSW25-0002 - PUT25-0007	101-000-283-000	500.00
05/15/2025	78337	Thornton & Grooms Inc	BBP25-0007 - PUT25-0007	101-000-283-000	4,500.00
05/15/2025	78338	TOADVINE BOOKS	BOOKS	101-790-978-000	48.79
05/15/2025	78339	TRANSUNION RISK AND ALTERNATIVE	MEMBERSHIPS	101-345-803-000	117.00

05/15/2025	78340	Triton Plumbing LLC	BBP25-0013 - PUT25-0019	101-000-283-000	5,000.00
05/15/2025	78341	TRUCK & TRAILER SPECIALTIES, INC.	VEHICLES	101-441-985-000	11,495.50
			VEHICLE SUPPLIES	101-443-781-000	165.99
					<u>11,661.49</u>
05/15/2025	78342	UNIQUE MANAGEMENT SERVICES, INC.	CONTRACTUAL SERVICES	101-790-818-000	23.30
05/15/2025	78343	UNIVERSAL AMBULANCE SERVICE	BLOOD DRAWS	101-345-818-012	1,248.00
05/15/2025	78344	Universal Plumbing & Sewer Inc	BSW25-0009 - PUT25-0026	101-000-283-000	500.00
05/15/2025	78345	USA SOFTBALL OF METRO DETROIT	PROGRAM SUPPLIES	208-819-758-000	224.00
05/15/2025	78346	VITAL RECORDS CONTROL	BUILDING MAINTENANCE - CITY HALL	101-267-931-101	1,449.75
05/15/2025	78347	WAGeworks, INC	CONSULTANT	101-191-817-000	100.00
05/15/2025	78348	WINDSTREAM	CONTRACTUAL SERVICES	101-228-818-000	780.99
05/15/2025	78349	WOW! BUSINESS	CONTRACTUAL SERVICES	101-228-818-000	851.98
		TOTAL - ALL FUNDS	TOTAL OF 111 CHECKS		<u><u>946,944.64</u></u>

DATE	VENDOR	AMOUNT
5/1/2025	BCBS MICHIGAN	\$ 123,639.81
5/5/2025	DTE ENERGY	\$ 29.64
5/5/2025	ALERUS	\$ 104.13
5/5/2025	CONSUMERS ENERGY	\$ 854.97
5/5/2025	CONSUMERS ENERGY	\$ 1,407.65
5/5/2025	CONSUMERS ENERGY	\$ 363.84
5/5/2025	CONSUMERS ENERGY	\$ 535.80

5/5/2025	CONSUMERS ENERGY	\$	1,338.87
5/5/2025	CONSUMERS ENERGY	\$	648.27
5/5/2025	DTE ENERGY	\$	212.27
5/5/2025	DTE ENERGY	\$	601.14
5/5/2025	DTE ENERGY	\$	23.54
5/5/2025	DTE ENERGY	\$	1,900.25
5/5/2025	DTE ENERGY	\$	139.17
5/5/2025	DTE ENERGY	\$	59.57
5/5/2025	DTE ENERGY	\$	476.82
5/5/2025	DTE ENERGY	\$	29.96
5/5/2025	DTE ENERGY	\$	402.76
5/5/2025	DTE ENERGY	\$	108.54
5/5/2025	DTE ENERGY	\$	74.70
5/5/2025	DTE ENERGY	\$	17.65
5/5/2025	DTE ENERGY	\$	4,192.76
5/6/2025	A D N DENTAL	\$	25,000.00
5/7/2025	PNP BILL PAYMENT	\$	284.31
5/8/2025	UNION DUES	\$	185.84
5/8/2025	MISSIONSQUARE	\$	3,432.47
5/8/2025	UNION DUES	\$	330.00
5/8/2025	UNION DUES	\$	360.00
5/8/2025	UNION DUES	\$	680.00
5/8/2025	IRS TAX PAYMENT	\$	54,473.90
5/8/2025	ALERUS	\$	4,899.03
5/8/2025	ALERUS	\$	1,532.11
5/8/2025	ALERUS	\$	3,902.45
5/8/2025	NATIONWIDE	\$	2,076.37
5/8/2025	NATIONWIDE	\$	6,206.64
5/9/2025	PNP BILL PAYMENT	\$	279.88
5/9/2025	CREDIT CARD PAYMENT	\$	18,531.42
5/13/2025	DTE ENERGY	\$	20,625.60
5/14/2025	PNP BILL PAYMENT	\$	422.63
5/15/2025	HARTFORD	\$	357.75
5/15/2025	HARTFORD	\$	5,373.23
5/16/2025	PNP BILL PAYMENT	\$	585.82
5/16/2025	DTE ENERGY	\$	56.11
5/16/2025	DTE ENERGY	\$	741.53
5/22/2025	UNION DUES	\$	185.76
5/22/2025	UNION DUES	\$	360.00
5/22/2025	UNION DUES	\$	680.00
5/22/2025	MISSIONSQUARE	\$	4,223.27
5/22/2025	IRS TAX PAYMENT	\$	80,521.07
5/22/2025	NATIONWIDE	\$	9,058.23

5/22/2025	NATIONWIDE	\$	2,466.21
5/23/2025	STATE OF MICHIGAN - PAYROLL TAX	\$	25,342.20
5/23/2025	ALERUS	\$	5,063.28
5/23/2025	ALERUS	\$	1,415.06
5/23/2025	ALERUS	\$	8,086.70
5/28/2025	PNP BILL PAYMENT	\$	538.66
5/30/2025	IRS TAX PAYMENT	\$	15,671.63
5/30/2025	IRS TAX PAYMENT	\$	80.37
5/30/2025	IRS TAX PAYMENT	\$	1,144.45

TOTAL OF ACH TRANSACTIONS

\$ 442,336.09

GRAND TOTAL

\$ 1,389,280.73

We hereby certify that the foregoing is a true and correct list of bills and that they have been approved by the City Council and this is the authority to issue checks in the amounts stated and charge them in the various accounts.

Bridget Dean, Mayor

Victoria Mitchell, City Clerk

June 16, 2025 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to appoint the following members to boards and commissions:

Appointments

Beautification Advisory Committee:

Terry Meek- Appointment Approved by the Board, Term Expiring July 2028

Jenna Hatala- Appointment Approved by the Board Expiring July 2028

Nicole Burgess- Appointment Approved by the Board Expiring July 2028

Board of Review:

Michael Richotte- Appointment Approved by the Board Expiring July 2029

Environmental Advisory Committee:

Jason Benedict- Appointment Approved by the Board Expiring July 2028

Library Board:

Amanda Rohda - Appointment term expiring July 2030

Reappointments

Board of Review:

Suzanne Thiede - Reappointment term expiring July 2029

Thomas Byars - Reappointment term expiring July 2029

Downtown Development Authority:

Matteo Passalacqua- Reappointment term expiring July 2028

Katie Forte- Reappointment term expiring July 2028

Desiree Power-Dutcher- Reappointment term expiring July 2028

Environmental Advisory Committee:

Noel Rendleman- Reappointment Expiring July 2028

Planning Commission:

Shiloh Dahlin - Reappointment term expiring July 2028

Lisa Kempner - Reappointment term expiring July 2028

Josh Stapp - Reappointment term expiring July 2028

Tree Board:

Ethan Fogle - reappointment for a term ending July 2028

Zoning Board of Appeals:

Joan Serr- Term ending- 07-2028

Joseph C Krung- Term Ending- 07-2028

Steve Allen- Term ending- 07-2028

Ayes:

Nays:

Absent:

Motion:

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Katie Forte- Reappointment term expiring July 2028.

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Katie Forte- Reappointment term expiring July 2028.

Desiree Power-Dutcher- Reappointment term expiring July 2028.

Environmental Advisory Committee

Noel Rendleman- Reappointment Expiring July 2028

Planning Commission:

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Joseph C Krung- Term Ending- 07-2028

Steve Allen- Term ending- 07-2028

Name of Board or Commission	Meeting Date	Name	Attended	Excused Absence	Unexcused Absence
DDA	7/10/24	Katie Forte	Yes		
DDA	8/14/24	Katie Forte	No	Yes	
DDA	9/11/24	Katie Forte	Yes		
DDA	10/9/24	Katie Forte	Yes		
DDA	11/12/24	Katie Forte	Yes		
DDA	12/11/24	Katie Forte	Yes		
DDA	1/8/25	Katie Forte	Yes		
DDA	1/27/25	Katie Forte	Yes		
DDA	2/12/25	Katie Forte	Yes		
DDA	3/12/25	Katie Forte	Yes		
DDA	4/9/25	Katie Forte	Yes		

Name of Board or Commission	Meeting Date	Name	Attended	Excused Absence	Unexcused Absence
DDA	7/10/24	Desiree Dutcher	Yes		
DDA	8/14/24	Desiree Dutcher	Yes		
DDA	9/11/24	Desiree Dutcher	Yes		
DDA	10/9/24	Desiree Dutcher	Yes		
DDA	11/12/24	Desiree Dutcher	Yes		
DDA	12/11/24	Desiree Dutcher	Yes		
DDA	1/8/25	Desiree Dutcher	No	Yes	
DDA	1/27/25	Desiree Dutcher	Yes		
DDA	2/12/25	Desiree Dutcher	Yes		
DDA	3/12/25	Desiree Dutcher	Yes		
DDA	4/9/25	Desiree Dutcher	Yes		

Name of Board or Commission	Meeting Date	Name	Attended	Excused Absence	Unexcused Absence
DDA	7/10/24	Matteo Passalacqua	Yes		
DDA	8/14/24	Matteo Passalacqua	Yes		
DDA	9/11/24	Matteo Passalacqua	Yes		
DDA	10/9/24	Matteo Passalacqua	Yes		
DDA	11/12/24	Matteo Passalacqua	Yes		
DDA	12/11/24	Matteo Passalacqua	Yes		
DDA	1/8/25	Matteo Passalacqua	Yes		
DDA	1/27/25	Matteo Passalacqua	Yes		
DDA	2/12/25	Matteo Passalacqua	Yes		
DDA	3/12/25	Matteo Passalacqua	Yes		
DDA	4/9/25	Matteo Passalacqua	Yes		

Name of Board or Commission Meeting Date	Name	Attended	Excused Absence
Library Board	6/26/2024 Carol Hermann	Yes	
Library Board	6/26/2024 Amanda Rohda	Yes	
Library Board	6/26/2024 Rita Van Brandeghen	Yes	
Library Board	6/26/2024 Jordan Paterra	Yes	
Library Board	6/26/2024 Margaret McGee	Yes	
Library Board	7/17/2024 Carol Hermann	Yes	
Library Board	7/17/2024 Amanda Rohda	Yes	
Library Board	7/17/2024 Rita Van Brandeghen	Yes	
Library Board	7/17/2024 Jordan Paterra (last meeting)	Yes	
Library Board	7/17/2024 Margaret McGee	Yes	
Library Board	8/21/2024 Carol Hermann	Yes	
Library Board	8/21/2024 Amanda Rohda	Yes	
Library Board	8/21/2024 Rita Van Brandeghen	Yes	
Library Board	8/21/2024 Margaret McGee	Yes	
Library Board	8/21/2024 Vacant		
Library Board	9/18/2024 Carol Hermann	Yes	
Library Board	9/18/2024 Amanda Rohda	Yes	
Library Board	9/18/2024 Rita Van Brandeghen	Yes	
Library Board	9/18/2024 Margaret McGee	Yes	
Library Board	9/18/2024 Christina Grimm	Yes	
Library Board	10/16/2024 Carol Hermann	Yes	
Library Board	10/16/2024 Amanda Rohda	No	Yes
Library Board	10/16/2024 Rita Van Brandeghen	Yes	
Library Board	10/16/2024 Margaret McGee	No	Yes
Library Board	10/16/2024 Christina Grimm	Yes	
Library Board	11/20/2024 Carol Hermann	Yes	
Library Board	11/20/2024 Amanda Rohda	Yes	
Library Board	11/20/2024 Rita Van Brandeghen	No	Yes
Library Board	11/20/2024 Margaret McGee	Yes	
Library Board	11/20/2024 Christina Grimm	Yes	
Library Board	1/15/2025 Carol Hermann	Yes	

Library Board	1/15/2025	Amanda Rohda	Yes	
Library Board	1/15/2025	Rita Van Brandeghen	Yes	
Library Board	1/15/2025	Margaret McGee	No	Yes
Library Board	1/15/2025	Christina Grimm	Yes	
Library Board	3/19/2025	Carol Hermann	Yes	
Library Board	3/19/2025	Amanda Rohda	Yes	
Library Board	3/19/2025	Rita Van Brandeghen	Yes	
Library Board	3/19/2025	Margaret McGee	Yes	
Library Board	3/19/2025	Christina Grimm	Yes	

Unexcused Absence

Name of Board or Commission	Meeting Date	Name	Attended	Excused Absence	Unexcused Absence
Planning Commission	7.23.24	Lisa Kempner	Yes		
	8.27.24			Meeting Cancelled	
	9.24.24	Lisa Kempner	Yes		
	10.22.24	Lisa Kempner	Yes		
	11.26.24	Lisa Kempner	Yes		
	12.17.24	Lisa Kempner	Yes		
	1.28.25	Lisa Kempner	Yes		
	2.25.25			Meeting Cancelled	
Planning Commission	7.23.24	Josh Stapp	Yes		
	8.27.24			Meeting Cancelled	
	9.24.24	Josh Stapp	Yes		
	10.22.24	Josh Stapp	Yes		
	11.26.24	Josh Stapp	No	Yes	
	12.17.24	Josh Stapp	Yes		
	1.28.25	Josh Stapp	Yes		
	2.25.25			Meeting Cancelled	
Planning Commission	7.23.24	Shiloh Dahlin	Yes		
	8.27.24			Meeting Cancelled	
	9.24.24	Shiloh Dahlin	Yes		
	10.22.24	Shiloh Dahlin	No	Yes	
	11.26.24	Shiloh Dahlin	Yes		
	12.17.24	Shiloh Dahlin	Yes		
	1.28.25	Shiloh Dahlin	Yes		
	2.25.25			Meeting Cancelled	

Name of Board or Commission	Meeting Date	Name	Attended	Excused Absence
ZBA	7/8/2024	Joann Serr	Yes	
	8/13/2024	Joann Serr	Yes	
	9/9/2024	Cancelled		
	10/14/2024	Joann Serr	Yes	
	11/12/2024	Cancelled		
	12/9/2024	Cancelled		
	1/13/2025	Joann Serr	Yes	
	2/10/2025	Cancelled		
	3/10/2025	Cancelled		
ZBA	7/8/2024	Joseph V Krug	Yes	
	8/13/2024	Joseph V Krug	Yes	
	9/9/2024	Cancelled		
	10/14/2024	Joseph V Krug	Yes	
	11/12/2024	Cancelled		
	12/9/2024	Cancelled		
	1/13/2025	Joseph V Krug	Yes	
	2/10/2025	Cancelled		
	3/10/2025	Cancelled		
ZBA	7/8/2024	Steve Allen	Yes	
	8/13/2024	Steve Allen	Yes	
	9/9/2024	Cancelled		
	10/14/2024	Steve Allen	Yes	
	11/12/2024	Cancelled		
	12/9/2024	Cancelled		
	1/13/2025	Steve Allen	Yes	
	2/10/2025	Cancelled		
	3/10/2025	Cancelled		

Unexcused Absence

June 16, 2025 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to appoint Deputy City Manager for Public Services Shawn Young as the City of Berkley's representative and Superintendent of Public Works Adam Wozniak as the alternate representative to the Southeastern Oakland County Resource Recovery Authority (SOCRRA) Board of Trustees for the fiscal year ending on June 30, 2026; and instruct the City Clerk to send a copy of this motion to the SOCRRA Board.

Ayes:

Nays:

Absent:

Motion:



Berkley • Beverly Hills • Birmingham • Clawson • Ferndale • Hazel Park • Huntington Woods • Lathrup Village • Oak Park • Pleasant Ridge • Royal Oak • Troy

May 19, 2025

Victoria Mitchell
City Clerk
City of Berkley
3338 Coolidge Hwy
Berkley, MI 48072

Subject: Appointment of Representative & Alternate

Dear Ms. Mitchell:

Article VII of the Articles of Incorporation of SOCRRA provides that each municipality shall annually appoint a representative and an alternate to the Board of Trustees. This representative shall serve during the next fiscal year following their appointment and/or until their successor is appointed.

The present representative and alternate representative for the City of Berkley are as follows:

Representative	Alternate
Shawn Young	Adam Wozniak

It is requested that the City Council, by resolution, appoint a representative and alternate representative to represent the City of Berkley on the Board of Trustees of SOCRRA for the fiscal year beginning July 1, 2025.

Please forward a certified copy of this resolution to SOCRRA, 3910 W. Webster Road, Royal Oak, MI 48073-6764.

Very truly yours,

Eric L. Griffin
General Manager

ELG/cf

June 16, 2025 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to appoint Deputy City Manager for Public Services Shawn Young as the City of Berkley's representative and Superintendent of Public Works Adam Wozniak as the alternate representative to the Southeastern Oakland County Water Authority (SOCWA) Board of Trustees for the fiscal year ending on June 30, 2026; and instruct the City Clerk to send a copy of this motion to the SOCWA Board.

Ayes:

Nays:

Absent:

Motion:



Proudly Serving – Berkley | Beverly Hills | Bingham Farms | Birmingham | Bloomfield Hills | Bloomfield Township
Clawson | Huntington Woods | Lathrup Village | Pleasant Ridge | Royal Oak | Southfield | Southfield Township

May 15, 2025

Victoria Mitchell
City Clerk
City of Berkley
3338 Coolidge Hwy
Berkley, MI 48072

Subject: Appointment of Representative & Alternate

Dear Ms. Mitchell:

Article VII of the Articles of Incorporation of the Southeastern Oakland County Water Authority provides that each municipality shall annually appoint a representative and an alternate to the Board of Trustees. This representative shall serve during the next fiscal year following his appointment and/or until his successor is appointed.

The present representative and alternate representative for the City of Berkley are as follows:

Representative	Alternate
Shawn Young	Adam Wozniak

It is requested that the City Council, by resolution, appoint a representative and alternate representative to represent the City of Berkley on the Board of Trustees of the Southeastern Oakland County Water Authority for the fiscal year beginning July 1, 2025.

Please forward a certified copy of this resolution to the Southeastern Oakland County Water Authority, 3910 W. Webster Road, Royal Oak, MI 48073-6764.

Very truly yours,

Eric L. Griffin
General Manager

ELG/cf

June 16, 2025 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember
_____ to approve the utilization of a WRC contract with additional City of Berkley
specifications for water service line material verification work related to the TMF grant.

Ayes:

Nays:

Absent:

Motion:

MEMORANDUM

To: Mayor Dean and City Council
From: Shawn Young, Director of Public Works
Date: June 3rd, 2025
Subject: Oakland County WRC Cooperative Contract for Lead Service Verification

Madam Mayor and Members of City Council,

Background

Earlier in the year the City of Berkley applied for a TMF grant to help cover the costs of EGLE mandated service line verification work. We were recently notified that our application has been approved and can expect roughly \$570,000 in financial assistance to perform this work. Due to staffing concerns we are looking to hire an outside contractor to perform some of this work.

Summary

- The City of Berkley is set to receive roughly \$570,000 in funding as part of this grant.
- There are no matching funds required with this grant.
- The plan is to complete this work using out using outside contractors, internal staff force accounts and HRC assistance but there would be the chance that we would need additional assistance depending on staffing and workloads.
- Roughly 320 Service lines will be physically verified with this project.
- There is already a cooperative contract with D'Angelo Brothers through Oakland County WRC that we are recommending we utilize for outside assistance.
- We have been very happy with both the Lead Service Replacement and Emergency Utility Repairs he D'Angelo Brothers has performed for us in the past.

Recommendation

It is my recommendation that City Council authorizes the use of Oakland County WRC Cooperative Contract with D'Angelo Brothers for Lead Service Verification Activities utilizing the additional City of Berkley Specifications.

**CITY OF BERKLEY
OAKLAND COUNTY, MICHIGAN**

**SPECIFICATIONS FOR:
WATER SERVICE LINE VERIFICATION PROGRAM**



May 2025

HRC JOB NO. 20240280



**555 Hulet Drive • P.O. Box 824
Bloomfield Hills, Michigan 48303-0824**

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**CITY OF BERKLEY
WATER SERVICE LINE VERIFICATION PROGRAM**

BID SHEET

BASE CONTRACT

#	Item	Quantity	Unit	Unit Price	Total Cost
WATER SERVICE LINE REPLACEMENT PROGRAM BASE CONTRACT					
1	Service Line Material Verification, Curb Stop	EA	320	\$ 710.00	\$227,200.00
2	Additional Service Line Material Verification, Curb Stop (As Needed)	EA	20	\$ 250.00	\$5,000.00
3	Sewer Cleanout, Repair (As Needed)	EA	38	\$ 200.00	\$7,600.00
4	1 inch Brass Curb Stop CTW or Flare Copper/CTS or Flare Copper (As Needed)	EA	36	\$ 655.00	\$23,580.00
5	6' Curb Valve Box, including Stainless Steel Rod (As Needed)	EA	36	\$ 595.00	\$21,420.00
6	Driveway and Sidewalk, Rem (As Needed)	SYD	144	\$ 10.00	\$1,440.00
7	Turf Grass Repair - Rough and Finish Grade, apply 3" Topsoil and Sod	SYD	1140	\$ 20.00	\$13,600.00
8	Turf Grass Repair - Rough and Finish Grade, apply 3" Topsoil and Mulch Blanket	SYD	1140	\$ 18.00	\$12,240.00
9	Irrigation System Repair	EA	18	\$ 100.00	\$1,800.00
10	Maintenance Aggregate, 21AA (As Needed)	TON	61	\$ 38.00	\$2,318.00
11	Non Reinforced Concrete Driveways and Sidewalks, MDOT P1 (As Needed)	CYD	22	\$ 675.00	\$14,850.00
12	R.O.W. Permit Allowance	LSUM	1	\$ 500.00	\$500.00
	TOTAL AMOUNT OF BASE CONTRACT				\$331,548.00

NOTE: The Contractor hereby acknowledges that the unit prices quoted represent all labor, and materials necessary to perform and complete the work in accordance with the **OAKLAND COUNTY AS-NEEDED WATER SERVICE LINE MATERIAL VERIFICATION PROGRAM (CON10134)** and the requirements of applicable regulatory agencies and accordance with the intent, extent and scope of work so described in the Contract Documents. All related items of work necessary to complete the project which are not detailed above, shall be incidental to the construction of the project.

The Contractor hereby affirms that the site of work has been inspected and further declares that no charges in addition to the individual unit prices described above shall be made on account of any job circumstances or field conditions which were present and/or ascertainable prior to initiating the Agreement.

SIGNED AND SEALED THIS _____ DAY OF _____, 2024.

MAILING ADDRESS:

30836 W. 8 Mile

Farmington Hills, MI 48336

248-515-1942
Telephone / Fax Number

Email Address

D'Angelo Brothers
Firm Name

Representative

Authorized Signature

Title

CONTRACT

ARTICLES OF AGREEMENT, made and entered into this date _____

by and between:

City of Berkley

3338 Coolidge Hwy, Berkley, MI 48072

party of the first part, hereinafter called the "Owner" and

D'Angelo Brothers, Inc. _____ of

30750 West Eight Mile Road _____, in the City of Farmington Hills

County of Oakland, and State of Michigan, party of the second part,

hereinafter called the Contractor, to wit:

(1) That the Insurance Requirements, Performance Bond, Labor and Material Bond, Maintenance and Guarantee Bond and the Oakland County As-Needed Water Service Line Material Verification Program (WRC CON10134) Contract Documents, hereto attached or referred to and identified as **WATER SERVICE LINE MATERIAL VERIFICATION PROGRAM**: the shall be and hereby made a part of this Agreement and Contract.

(2) That the party of the second part, under penalty of bond attached, shall furnish all labor, materials and appurtenances necessary, and do all the work as set forth in the Bid Sheet and according to the specifications, plans, etc. which have hereinbefore been made a part of this Contract in a manner, time and place, all and singular, as herein set forth.

IN CONSIDERATION WHEREOF, said party of the first part, for it and its successors, promises and agrees to pay to said party of the second part, the sum provided in the attached Bid Sheet.

For Three hundred and thirty-one thousand, five hundred forty-eight and 00/100 Dollars (\$331,548.00) including additions and deductions as provided therein all in the time and manner provided in the Contract Documents.

For the faithful performance of all and singular of the stipulations, terms and conditions of this agreement, said parties respectfully bind themselves, their successors, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands, in duplicate, the day and year first above written.

WITNESS:

PARTY OF THE FIRST PART:

City of Berkley

by _____
Shawn Young, DPW Director

WITNESS:

PARTY OF THE SECOND PART:

D'ANGELO BROTHERS, INC.

by _____
Authorized Signature

Print Authorized Signature

Title of Authorized Signature

During the course of this Contract, the Contractor responsible may be reached at the following phone numbers:

Day-time contact number: _____

24-hour emergency number: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned _____

D'Angelo Brothers, Inc.

30836 W. 8 Mile

Farmington Hills, MI 48336

as Principal,

and _____

of _____ as Sureties,

are hereby held and firmly bound unto the "Owner"

City of Berkley

3338 Coolidge Hwy, Berkley, MI 48072

in the full and just sum of Three hundred and thirty-one thousand, five hundred forty-eight and 00/100 Dollars

(\$331,548.00) for the payment of which well and truly to be made, we hereby jointly and severally

bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed and sealed this _____ day of _____ 20__.

The condition of the above obligation is such that if said _____

shall well and faithfully do and perform the things agreed by It
to be done and performed by the annexed contract, according to the terms thereof, then this obligation shall be
void; otherwise, the same shall remain in full force and effect.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

D'Angelo Brothers, Inc.

30836 W. 8 Mile

of Farmington Hills, MI 48336 hereinafter called the Principal,

and _____

hereinafter called the Surety, are held and firmly bound unto _____

in the sum of _____

Three hundred and thirty-one thousand, five hundred forty-eight and 00/100

Dollars (**\$331,548.00**)

to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, 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 contract with _____

City of Berkley

dated the _____ day of _____, A.D., 20__, wherein said Principal has covenanted and agreed as follows, to-wit:

To furnish all the labor and material _____

Water Service Line Verifications

HRC Job No. 20240280

AND WHEREAS, This bond is given in compliance with and subject to the provisions of Act No. 213 of the Public Acts of Michigan, for the year 1963, and as may be amended by other Public Acts of Michigan.

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NOW, THEREFORE, The condition of this obligation is such that if payment shall be made by the Principal to any Subcontractor or by him or any Subcontractor as the same may become due and payable of all indebtedness which may arise from him to a Subcontractor or party performing labor or furnishing materials or supplies or any Subcontractor to any person, firm or corporation on account of any labor performed or materials or supplies furnished in the performance of said contract, then this obligation shall be void; otherwise, the same shall be in full force and effect.

AND PROVIDED, That any alterations which may be made in the terms of said contract, or in the work to be done under it, or the giving by the party of the first part to said contract, of any extension of time for the performance of said contract, or any other forbearance on the part of either party to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from any liability hereunder, notice to the Surety of any alteration, extension, or forbearance being hereby waived.

(A Michigan Corporation) _____

By: _____

Principal

Surety

Signed, Sealed and Delivered
in the Presence of:

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, That we

D'Angelo Brothers, Inc.

30836 W. 8 Mile

Farmington Hills, MI 48336

as Principal, and

are held and firmly bound unto City of Berkley, 3338 Coolidge Hwy, Berkley, MI 48072

in the sum of Three hundred and thirty-one thousand, five hundred forty-eight and 00/100 Dollars
(\$**331,548.00**)

good and lawful money of the United States of America, to be paid to the Owner
its legal representatives and assigns, and 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 the _____
City of Berkley, 3338 Coolidge Hwy, Berkley, MI 48072
dated this ___ day of _____ A.D., 20__, where in the said principal covenanted and agreed as follows, to wit:

for the:

Water Service Line Verification

HRC Job No. 20240280

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that by and under such contract,
the above named principal has agreed with the CITY OF SYLVAN LAKE that for a period of ONE (1)
year(s) from the date of approval of the Final Estimate, to keep in good order and repair any defect in all the
work done under said contract, either by the principal, 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, all to be made good without expense to the Owner,
(excepting only such part or parts of said work as may have been disturbed without the consent or approval of
the principal after the final acceptance of the work), and whenever directed so to do by the Owner, by notice
served in writing, either personally or by mail, on the principal at _____

or _____, its legal representatives, or successors, or on the surety at _____ to proceed at once to make such repairs as directed by the Owner and in case of failure to do so within one (1) week from the date of service of such notice, or within reasonable time not less than one (1) week, as shall be fixed in said notice, then the 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 be fully reimbursed for same from said principal or surety. If any repair is necessary to be made at once to protect life and property, the Owner may take immediate steps to repair or barricade such defects without notice to the contractor. In such case the 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 therefor shall be charged to the principal or surety. In this connection the judgment of the Owner is final and conclusive.

If the principal for a period of one (1) year from the date of approval of a Final Estimate, shall keep the work so constructed under the contract in good order and repair, excepting only such parts of said work which have been disturbed without the consent or approval of the principal after the final acceptance of same, and whenever notice is given as hereinbefore specified, at once proceed to make the repair as the notice directs, or reimburse the Owner for any expenses incurred by it in making such repairs should the principal or surety fail to do so, then the above obligation shall be void; otherwise, it will 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 _____, 20__.

Signed, Sealed and Delivered
in the Presence of:

"Principal"

(L.S.)

Witness

(L.S.)

Witness

"Surety"

(L.S.)

Witness

SECTION 00800

GENERAL SUPPLEMENTARY CONDITIONS

PART 1 INSURANCE

1.1 Insurance Required of the Contractor

- A. Prior to commencement of the work, the Contractor and its subcontractors and subconsultants (Contractor) shall procure and maintain at their own expense during the duration of the project such insurance as will protect them, the Owner, and the Engineer from claims, directly or indirectly arising out of or associated with the work described in this contract and performed by the Contractor, Subcontractor(s) or Sub-Subcontractor(s) meeting or exceeding the policies and requirements set forth below.
- B. The obligation of the Contractor to provide the insurance herein specified shall not limit in any way the liability or obligations assumed by the Contractor hereunder.
 - 1. All insurance required herein are the minimum types and amounts required for compliance with this Contract but shall not in any way be construed as the full amounts and types of insurance necessary to adequately protect the Contractor or others, nor its obligations to Contractor as provided for in this Contract or otherwise, and Contractor shall be solely responsible for any deficiencies thereof.
 - 2. It is Contractor's sole obligation to determine and implement any other types or amounts of insurance necessary to protect Contractor's obligations and interests.
 - 3. The types and amounts of any insurance required herein shall not serve to limit the total liability of the Contractor under any warranty or indemnity provision of this Contract or any other obligation Contractor may have to Owner and/or Engineer.
- C. All insurance required of Contractor herein shall provide a separation of insured clause.
- D. In the event the Contractor or its insurance carrier defaults on any obligations hereunder, Contractor agrees that they will be liable for all reasonable expenses and attorneys' fees incurred by Owner and/or Engineer to enforce the provisions hereunder.
- E. Irrespective of the requirements for insurance to be secured and maintained by the Contractor hereunder, the insolvency, bankruptcy or failure of any insurance company carrying insurance of Contractor or the failure of any insurance company to pay claims accruing, shall not affect, negate or waive any of the provisions of the Contract including, without exception, the indemnity obligations of Contractor.

1.2 Worker's Compensation Insurance

- A. Worker's 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 or disability benefit laws, if any.
- B. Self-insurance plans approved by the regulatory authorities in the state in which work on this project is performed are acceptable.

1.3 Comprehensive General Liability

- A. 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:
1. All premises and on-going operations
 2. Explosion, collapse, and underground damage
 3. Contractor's Protective coverage for independent contractors or subcontractors employed by him.
 4. Contractual Liability, including attorney's fees assumed under this Agreement, which shall be payable in addition to the limits of liability.
 5. Personal and advertising injury.
 6. Products and Completed Operations coverage. This coverage shall extend through the contract guarantee period.
- B. Additional Insured Requirements:
1. Coverage shall be Primary and Non-contributory and Waiver of Subrogation in favor of the Owner and Engineer applies and shall be on an occurrence form.
 2. The policy shall include an endorsement which includes the following as additional insured's:
 - a. The Owner, their council, members, Board members, public officials, consultants, agents, and employees.
 - b. The "Engineer"
Hubbell, Roth & Clark, Inc.
Bloomfield Hills, Michigan
Their owners, directors, officers, consultants, agents, and employees
 - c. The Oakland County Water Resources Commissioner's Office, their officials, directors, officers, consultants, agents, and employees.

1.4 Comprehensive Automobile Liability

- A. 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 and including Michigan "No Fault" coverage.
- B. Additional Insured Requirements:
1. Coverage shall be Primary and Non-contributory and Waiver of Subrogation in favor of the Owner and Engineer applies and shall be on an occurrence form.
 2. The policy shall include an endorsement which includes the following as additional insured's:
 - a. The Owner, their council, members, Board members, public officials, consultants, agents, and employees
 - b. The "Engineer"
Hubbell, Roth & Clark, Inc.
Bloomfield Hills, Michigan
Their owners, directors, officers, consultants, agents, and employees
 - c. The Oakland County Water Resources Commissioner's Office, their officials, directors, officers, consultants, agents, and employees.

1.5 Owner's & Contractors Protective Liability Policy

- A. The Contractor shall purchase for the Owner, a separate Owner's Protective Liability policy to protect the Owner, the Engineer, 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 under this contract.
- B. Purchase the Owner's Protective Liability policy in the Owner's name.
- C. Additional Insured Requirements:
 - 1. The policy shall include an endorsement which includes the following as additional insured's:
 - a. The "Engineer"
Hubbell, Roth & Clark, Inc.
Bloomfield Hills, Michigan
Their owners, directors, officers, consultants, agents, and employees
 - b. The Oakland County Water Resources Commissioner's Office, their officials, directors, officers, consultants, agents, and employees.

1.6 Builder's Risk-Installation Floater

- A. Purchase a Builder's Risk-Installation Floater in a form acceptable to the Owner which shall include, as named insured, (a) the Contractor, (b) all Subcontractors, (c) all Sub-Subcontractors, (d) the Owner, and the Engineer, as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this contract.
- B. Coverage shall be affected on an "All Risk" form including, but not limited to, the Perils of fire, wind, flood, vandalism, collapse, theft and earthquake, with exclusions normal to the cover.
- C. Procure the policy in an amount equal to the value of the goods to be transported and installed (building materials, components), plus the value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis as of the time of any loss.
 - 1. Coverage is to apply while property is in transit to the installation site, while stored at a temporary location awaiting installation at the work site, during loading and unloading as well as the course of installation until completed, for the benefit of the Owner, the Contractor and Subcontractors, as their interests may appear.
- D. Maintain insurance, unless otherwise provided in the Contract or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final completion or until no person or entity other than the Owner has an insurable interest in the Project, whichever is later.
- E. Upon request, provide a copy of the policy for review by the Owner.
 - 1. If the Owner believes additional coverage is necessary, the Owner shall notify the Contractor in writing as soon as reasonably possible.
 - 2. The policy shall contain no exclusion for loss or damage caused by the perils of theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, testing and

startup, and debris removal including demolition occasioned by enforcement of any applicable Laws and Regulations.

- F. The Contractor may arrange for such deductibles as it deems to be within his ability to self-assume, but Contractor will be held solely responsible for the amount of such deductible and for any coinsurance penalties.
- G. Any insured loss shall be adjusted with the Owner and the Contractor and paid to the Owner and Contractor as trustee for the other insured.

1.7 Umbrella or Excess Liability

- A. The 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.
- B. 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.
- C. Additional Insured Requirements:
 - 1. Coverage shall be Primary and Non-contributory and Waiver of Subrogation in favor of the Owner and Engineer applies and shall be on an occurrence form.
 - 2. The policy shall include an endorsement which includes the following as additional insured's:
 - a. The Owner, their council, members, Board members, public officials, consultants, agents, and employees
 - b. The "Engineer"
Hubbell, Roth & Clark, Inc.
Bloomfield Hills, Michigan
Their owners, directors, officers, consultants, agents, and employees
 - c. The Oakland County Water Resources Commissioner's Office, their officials, directors, officers, consultants, agents, and employees.

1.8 Pollution Liability

- A. Where such an exposure may potentially exist, as determined by the Owner, the Contractor shall provide coverage in a form acceptable to the Owner from pollution exposures that are not covered by standard commercial general liability policies that can create losses and/or damages that include but are not limited to claims for bodily injury, property damage and cleanup costs.
- B. Additional Insured Requirements:
 - 1. Coverage shall be Primary and Non-contributory and Waiver of Subrogation in favor of the Owner and Engineer applies and shall be on an occurrence form.
 - a. Contractor waives their rights of subrogation in favor of the Additional Insureds unless prohibited by State law.
 - 2. The policy shall include an endorsement which includes the following as additional insured's:

- a. The Owner, their council, members, Board members, public officials, consultants, agents, and employees
- b. The "Engineer"
Hubbell, Roth & Clark, Inc.
Bloomfield Hills, Michigan
Their owners, directors, officers, consultants, agents, and employees
- c. The Oakland County Water Resources Commissioner's Office, their officials, directors, officers, consultants, agents, and employees.

1.9 Professional Liability

- A. ~~Where such an exposure may potentially exist, as determined by the Owner, the Contractor shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property (including loss of use) and loss or damage resulting from professional errors and omissions, which may arise out of operations by Contractor or by its design consultants or by anyone employed by any of them, or by anyone for whose acts any of them may be liable.~~
 1. ~~Such insurance shall not be less than the greater of coverages and limits of liability specified herein, any coverages and limits of liability specified in the Contract or coverages and limits required by law~~
 2. ~~Coverage shall be sufficient to cover all services provided or procured for the Job/Project and, if on a claims made form, with either a continuation of coverage or an extended reporting period of no less than six years following completion of the services.~~
 3. ~~If the professional liability policy is written on a claims made basis, the retroactive date shall be prior to the start of any professional or design services.~~
 4. ~~All renewal policies during this period shall maintain the same retroactive date.~~
- B. ~~Contractor shall require its design consultants to procure and maintain, from insurance companies authorized to do business in the state in which the Job/Project is located, the insurance coverages set forth in this Contract.~~
- C. ~~Any professional liability insurance shall specifically delete any design build or similar exclusions that could compromise coverages because of the design build delivery of the Job/Project.~~
- D. Additional Insured Requirements:
 1. ~~Coverage shall be Non-contributory.~~
 2. ~~The policy shall include an endorsement which includes the following as additional insured's:~~
 - a. ~~The Owner, their council, members, Board members, public officials, consultants, agents, and employees~~
 - b. ~~The "Engineer"~~
~~Hubbell, Roth & Clark, Inc.~~
~~Bloomfield Hills, Michigan~~
~~Their owners, directors, officers, consultants, agents, and employees~~

1.10 — Railroad Protective Liability

- A. ~~Where such an exposure exists, as determined by the Owner, the Contractor shall provide coverage in the name of each railroad company having jurisdiction over rights of way across which work under the contract is to be performed.~~
- B. ~~Additional Insured Requirements:~~
- ~~1. Coverage shall be Primary and Non-contributory and Waiver of Subrogation applies.~~
 - ~~2. The policy shall include an endorsement which includes the following as additional insured's:~~
 - ~~a. The Owner, their council, members, Board members, public officials, consultants, agents, and employees~~
 - ~~b. The "Engineer"~~
 - ~~Hubbell, Roth & Clark, Inc.~~
 - ~~Bloomfield Hills, Michigan~~
 - ~~Their owners, directors, officers, consultants, agents, and employees~~

1.11 Limits of Liability

- A. The required minimum limits of insurance coverage shall be **not less than** the following and shall not in any way restrict or diminish the Contractor's liability under this Contract;
1. Workers' Compensation
Coverage A – Compensation Statutory
Coverage B – Employer's Liability \$1,000,000
 2. Comprehensive General Liability
Bodily Injury and Property Damage \$1,000,000 Each Occurrence
Combined Single Limit..... \$2,000,000 Per Job Aggregate
..... \$2,000,000 Completed Operations Aggregate
 3. Comprehensive Automobile Liability
Bodily Injury and Property Damage \$1,000,000 Each Accident
Combined Single Limit
 4. Owner's Protective
Bodily Injury and Property Damage \$1,000,000 Per Occurrence
Combined Single Limit..... \$1,000,000 Aggregate
 5. Builder's Risk & Installation Floater Cost to replace at time of loss
 6. Umbrella or Excess Liability \$2,000,000 Per Occurrence
..... \$2,000,000 (min) Aggregate (b)
 7. Pollution Liability \$2,000,000 Per Occurrence
..... \$2,000,000 Aggregate
 8. ~~Professional Liability \$2,000,000 Per Claim/Occurrence~~
~~..... \$2,000,000 Aggregate~~
 9. ~~Railroad Protective Liability (refer to permit) Per Occurrence~~
~~..... (refer to permit) Aggregate~~
 10. ~~Coverage under Article 1.11.A.7 and Article 1.11.A.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy with combined policy limits not less than the aggregate sum of the policies required by the Contract.~~
 11. Insurance - Other Requirements
 - a. Notice of Cancellation or Intent Not to Renew: Policies will be endorsed to provide;

- 1) At least 30 days written notice shall be given to the Owner and to the Engineer, of cancellation of, material change, or intent not to renew (see sample endorsements which follow this Section).
 - 2) At least 10 days' written notice for cancellation for non-payment of premium.
- b. Umbrella or Excess Liability General Aggregate value shall reflect the as-bid construction cost of the project.
 - c. Owner reserves the right to require Contractor to provide and maintain additional coverages in the event that the particular work or service involves unusual risks or a change in the characteristics of the risks subject to this Contract.

1.12 Evidence of Coverage

- A. Certificates of Insurance shall be filed with the Owner and Engineer prior to commencement of any work or services.
 1. All Certificates of Insurance shall be in a form acceptable to Owner and Engineer and shall provide satisfactory evidence that Contractor has complied with all insurance requirements.
 2. Neither the Owner nor Engineer shall be obligated to review such certificates or other evidence of insurance, or to advise Contractor of any deficiencies in such documents, and receipt thereof shall not relieve Contractor from, nor be deemed a waiver of any right to enforce the terms of Contractor's obligations hereunder.
 3. Owner and Engineer shall have the right to examine any policy under which it is required to be listed as an additional insured.
- B. The Owner reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by certificates.
- C. Such policy copies shall be "Originally Signed Copies," and so designated.
 1. Insurance Required for the Contractor
 - a. Workers' Compensation and Employers' Liability
 - b. Comprehensive General Liability-including:
 - 1) All premises and on-going operations.
 - 2) Explosion, collapse and underground damage.
 - 3) Contractor's Protective.
 - 4) 4. Contractual Liability, including attorney's fees assumed under this Agreement, which shall be payable in addition to the limits of liability Personal and advertising injury.
 - 5) Products and Completed Operations
 - c. Comprehensive Automobile Liability - including owned, non-owned and hired vehicles and Michigan "No Fault" coverage.
 - d. Umbrella or Excess Liability.
 - e. Builders Risk Installation Floater
 - f. Pollution Liability
 2. Insurance Required for the Owner
 - a. Owners' and Contractor's Protective Liability Policy which names as additionally insured the Engineer, their consultants, agents, employees, and such public corporations in whose jurisdiction the work is located.
 - b. Refer to sample endorsements which follow this Section.

1.13 Qualification of Insurers

- A. 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 of Michigan and shall have a financial rating no lower than XI and a policyholder's service rating no lower than A as listed in A. M. Best's Key Rating Guide, current edition.
- B. Companies with ratings lower than A;XI will be acceptable only upon written consent of the Owner.

1.14 Contract Security

- A. If the Owner is a public entity, the Contractor shall furnish a surety bond (form attached) in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this contract. The Contractor shall furnish, also, a separate surety bond (form attached) 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.
- B. Regardless of whether the Owner is or is not a public entity, the Contractor shall furnish a Maintenance and Guarantee Bond (form attached) covering all work under this contract. The guarantee is to cover a period of one year after the date of the final estimate, unless otherwise specified.
- C. Surety Companies providing and executing Surety and Guarantee Bonds shall appear on the United States Treasury Departments most current list, Circular 570, as holding certificates of authority as acceptable sureties on federal bonds. The penal sum of such bonds shall not exceed a company's limitation as stated therein. A surety company shall be licensed in the State in which it provides a bond and, in the State, where the contract work is to be performed.

1.15 Indemnification

- A. The contractor agrees to indemnify, defend, and save harmless the Owner and the 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 the Engineer, their consultants, agents, and employees for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, 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, or their agents, employees or consultants.
- B. The Contractor also agrees to indemnify, defend and save harmless the Owner and the Engineer, their owners, directors, Board members, officers, directors, officials, and council members, consultants, agents and employees, from and against any and all loss or expense (including costs and attorney's fees) for any and all claims or allegations of supervision,

inspection or observation activities or services which may arise out of, or in consequence of, the performance of this work.

- C. If there is a failure to obtain and maintain said insurance, Contractor agrees to indemnify and hold harmless Owner and Engineer against all loss, expense, and outlay whatsoever, including attorney's fees, which Owner could have avoided or for which Owner could have been reimbursed if Contractor had obtained and maintained said insurance.

PART 2 PART 2 – NOT USED

PART 3 PART 3 – NOT USED

END OF SECTION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/28/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Insurance Agency 24724 Any Street (248)666-6666 PO Box 2067 SomeCity MI 48037-2067	CONTACT NAME: Insurance Agents Name PHONE: 248 666-6666 JAC. No. EXT.: E-MAIL ADDRESS: InsuranceAgents@insurancegroup.com														
INSURED Company ABC 2654 Street Name AnyCity MI 48183	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A Insurance Company 1</td> <td></td> </tr> <tr> <td>INSURER B Insurance Company 2</td> <td></td> </tr> <tr> <td>INSURER C</td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Insurance Company 1		INSURER B Insurance Company 2		INSURER C		INSURER D		INSURER E		INSURER F	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A Insurance Company 1															
INSURER B Insurance Company 2															
INSURER C															
INSURER D															
INSURER E															
INSURER F															

COVERAGES

CERTIFICATE NUMBER: 23-24 Master

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.

INS. LINE	TYPE OF INSURANCE	ADOL. INSD. NO.	SUBR. NO.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (if a occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> X, C, D Included	X	Y	CP00483851200	3/17/2023	3/17/2024	MED EXP (per one person) \$ 10,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC. <input type="checkbox"/> OTHER						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOUND AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (if accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	X	Y	CA00483851200	3/17/2023	3/17/2024	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRE/AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 6,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 6,000,000
	<input type="checkbox"/> DEF <input checked="" type="checkbox"/> RETENTION \$			C000483841200	3/17/2023	3/17/2024	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
B	ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI)	Y/N	N/A	WC004838612	3/17/2023	3/17/2024	\$ L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						\$ L DISEASE - EA EMPLOYEE \$ 1,000,000
							\$ L DISEASE - POLICY LIMIT \$ 1,000,000
A	LEASED/RENTED EQUIPMENT			CP00483851200	3/17/2023	3/17/2024	\$200,000 LIMIT
A	INSTALLATION FLOATER			CP00483851200	3/17/2023	3/17/2024	\$500,000 LIMIT

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

Municipality Name, their council members, board members, public officials, consultants, agents and employees, as well as the engineer, Hubbell, Roth & Clark, Inc., their owners, directors and employees, consultants and agents are included as Additional Insured per written contract with respect to the general, auto and umbrella liability coverages for the work performed by the named insured for the certificate holder. Insurance is considered primary and non contributing and a waiver of subrogation applies. Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days prior written notice to the Certificate holder. Endorsements evidencing the change of Policy are attached.

CERTIFICATE HOLDER

CANCELLATION

Municipality Name 18500 Street Name AnyCity MI 48025	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
--	---

ACORD 25 (2014/01)
INS025 (2014/01)

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.e., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – THIRD PARTY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM

Subject to the cancellation provisions of the Coverage Form to which this endorsement is attached, we will not:

1. Cancel;
2. Nonrenew; or,
3. Materially change (reduce or restrict)

this Coverage Form, except for nonpayment of premium, until we provide at least 30 days written notice of such cancellation, nonrenewal or material change. Written notice will be to the person or organization named in the Schedule. Such notice will be by certified mail with return receipt requested.

This notification of cancellation, nonrenewal or material change to the person or organization named in the Schedule is intended as a courtesy only. Our failure to provide such notification will not:

1. Extend any Coverage Form cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement; or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Coverage Form.

SCHEDULE

Name Of Person Or Organization

Mailing Address

Any person or organization holding a certificate of insurance issued for you, provided the certificate:

The address shown for that person or organization in that certificate of insurance

1. Refers to this policy;
2. States that notice of:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy

IL 70 66 07 14

ACORD- INSURANCE BINDER				SPREXC		DATE 06/18/14	
THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.							
PRODUCER Insurance Company Name Any Street City, State Zip		PHONE JAC No. Ext. 240-555-5555 FAX JAC No. 240-333-3333		COMPANY Selective Insurance Company of Amer		BINDER # BINDER63730	
CODE: 38-3112729		SUB CODE:		EFFECTIVE DATE 06/18/14		TIME 12:01	
AGENCY CUSTOMER ID: 7430		INSURED Owner's Name Any Street SomeCity, MI 48001		EXPIRATION DATE 08/18/14		TIME X 12:01 AM MOON	
DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (including Location)				THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #			
Project Description							
COVERAGES							
TYPE OF INSURANCE		COVERAGE FORMS		LIMITS			
PROPERTY CAUSES OF LOSS BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC <input type="checkbox"/>							
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> X OCP		Owners & Contractors Protective Liability		F&C OCCURRENCE DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMPOUND AGG \$			
AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS		RETRO DATE FOR CLAIMS MADE:		COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROF \$ UNINSURED MOTORIST \$			
AUTO PHYSICAL DAMAGE DEDUCTIBLE COLLISION OTHER THAN COLL		ALL VEHICLES SCHEDULED VEHICLES		ACTUAL CASH VALUE STATED AMOUNT \$ OTHER \$			
GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$			
EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM		RETRO DATE FOR CLAIMS MADE:		EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$			
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$			
SPECIAL CONDITIONS/OTHER COVERAGES Named Insured to include: Owners Name & the Engineer, their (See attached Spec Conditions/Other Covs page.)				FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$			
NAME & ADDRESS Contractors Name SomeStreet AnyCity State Zip				MORTGAGEE LOSS PAYEE <input checked="" type="checkbox"/> ADDITIONAL INSURED Contractor			
				LOAN #			
				AUTHORIZED REPRESENTATIVE Michael G. Lervos			

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Delaware

The mortgagee or Obligor of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

COMMERCIAL GENERAL LIABILITY
CG 20 31 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – ENGINEERS,
ARCHITECTS OR SURVEYORS**

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any architect, engineer or surveyor engaged by you, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In connection with your premises; or
2. In the performance of your ongoing operations.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional services by or for you.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**SPECIFICATIONS
FOR
OAKLAND COUNTY AS-NEEDED
WATER SERVICE LINE MATERIAL VERIFICATION PROGRAM**

**LOCATED IN:
OAKLAND COUNTY, MICHIGAN**

**ADMINISTERED BY:
OAKLAND COUNTY WATER RESOURCES COMMISSIONER'S OFFICE**



MAY 2022

**Oakland County Water Resources Commissioner
One Public Works Drive Building 95W
Waterford, MI 48328-1907**

HRC JOB NO. 20201028 & 20210868



HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

**555 Hulet Drive • P.O. Box 824
Bloomfield Hills, Michigan 48303-0824**

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[illegible]

**OAKLAND COUNTY AS-NEEDED
WATER SERVICE LINE MATERIAL VERIFICATION PROGRAM
OAKLAND COUNTY, MICHIGAN**

Sealed proposals will be received by the Office of the Oakland County Water Resources Commissioner, Oakland County, Michigan, Building 95 West, One Public Works Drive, Waterford, Michigan 48328-1907 ("Owner") on June 1, 2022, at 10:00 am, local time for the construction of certain facilities and structures, including the following approximate quantities:

Physical verification of water service line materials at or near the curb stop for 531 properties in the City of Pontiac (377 total) and Royal Oak Township (154 total) with the potential for developing a collaborative Agreement that would make the water service line material verification services available to all Oakland County communities.

PROPOSALS TO BE RECEIVED AND PUBLICLY OPENED AND READ AT THE FOLLOWING DATE AND TIME. June 1, 2022 at 10:00 am, local time

Bidders shall review and comply with the Information for Bidders, which is incorporated by reference, and carefully review all Contract Documents, as defined in the Information for Bidders. Bids submitted after the exact time specified for receipt will not be considered.

Starting on May 4, 2022, the Specifications under which the work will be performed will be on file and may be examined at the Office of the Oakland County Water Resources Commissioner at Building 95 West, One Public Works Drive, Waterford, Michigan. Bidding Documents can be obtained online from the Michigan Inter-Governmental Trade Network (MITN). For questions about MITN, refer to www.oakgov.com/purchasing/bidder-registration/pages/default.aspx.

A mandatory pre-bid meeting is scheduled for May 19, 2022 at 11:00 AM, local time, virtually via Zoom for all prospective bidders. To join the Zoom Meeting click the link below or go to the Zoom website and click "JOIN A MEETING" at the top right of the page and manually type in the Meeting ID and Passcode.

Join Zoom Meeting

<https://us06web.zoom.us/j/89460048885?pwd=NTluZzVrYVNHeTVHVmRid1BIOXF2UT09>

Meeting ID: 894 6004 8885

Passcode: OCWRC

Questions, comments, or concerns of any Bidder regarding bidding or the Contract Documents or the project, must be submitted in writing at least seven (7) days prior to the date specified for the opening of Bids. No inquiry received less than seven (7) days prior to the date fixed for the opening of Bids will be given consideration. Submit all questions to (in writing) Engineer at:

HUBBELL, ROTH & CLARK, INC.
555 Hulet Drive
P.O. Box 0824
Bloomfield Hills, MI 48303
Attn: Bradley W. Shepler, P.E.
email: bshepler@hrcenr.com

Addenda issued to Bidders prior to the date of receipt of proposals shall become a part of the Contract Documents and all proposals shall include the work described in each and every Addenda issued.

Failure to attend the meeting shall not relieve the Bidder from compliance with all applicable federal and state laws and regulations, including without limitation the Equal Employment and Minority, Small, and Women's Business Regulations.

**JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

Page ADV-1 of ADV-2

05/27/2020

A certified or cashier's check or bid bond for a sum not less than five percent (5%) of the amount of the proposal will be required for each proposal.

Owner reserves the right to accept any proposal, to reject any proposal and to waive irregularities in the proposals.

Jim Nash
Oakland County Water Resources Commissioner

1. SCOPE OF WORK

The work under this Contract shall consist of the items listed in the Proposal, including all incidentals necessary to fully complete the project in accordance with the Contract Documents.

2. RECEIPT AND OPENING OF BID PROPOSALS

A. Sealed bid proposals will be received as indicated in the Advertisement for Bids and opened and read aloud at the offices of the Oakland County Water Resources Commissioner.

B. Proposals must be submitted only on forms provided by Owner. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully executed when submitted and not modified in any way.

C. Proposals must be enclosed in a sealed envelope marked:

Oakland County Water Resources Commissioner
Building 95 West – One Public Works Drive
Waterford, Michigan 48328-1907

Project: Oakland County As-Needed Water Service Line Material Verification Program

Bid Opening: June 1, 2022

Attention: Amy Ploof, P.E., Chief Engineer

Shall be delivered to the Office of the Oakland County Water Resources Commissioner on or before the time specified in the Advertisement for Bids.

The Bidder's name and address shall be clearly identified on the outside of the sealed envelope.

D. Proposals shall be made in full conformity with all the instructions, requirements and conditions set forth in the Information for Bidders and in the Drawings, Specifications and other Contract Documents. Bids are firm, and no bid may be withdrawn for a period of 120 days after opening of bids. Withdrawal of the bid will result in the forfeiture of the Bidder's Bid Bond.

E. Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered and will be returned to the Bidder unopened. This material requirement is not subject to waiver by Owner.

F. Bidders are strongly encouraged to hand-deliver their bids to the Office of the Oakland County Water Resources Commissioner. Email and facsimile bids shall not be considered. Bids delivered by certified, registered or express mail will be accepted, however, subject to the following conditions:

- 1) The sealed envelope containing the Proposal shall be enclosed in a separate envelope plainly marked on the outside with the notation "PROPOSAL ENCLOSED".

- 2) Bidder is responsible to make all necessary inquiries to ensure delivery of its Bid to the appropriate person(s) at the offices of the Oakland County Water Resources Commissioner.
- 3) Submit 2 unbound hard copies of the bid (1 original and 1 copy) and 1 electronic copy on a flash drive or other electronic media.

3. ESCROW BID DOCUMENTS

The three (3) lowest Bidders will be required to place their Bid Documents in escrow within one (1) business day of the Bid opening in accordance with the attached Escrow Bid Documents Provision Specification. In addition, Owner reserves the right to require additional Bidders to place their Bid documents in escrow also, as provided in the attached Escrow Bid Documents Specification. Such additional Bidders will be notified within 24 hours of the Bid. Contractors bidding this project are required to maintain all bid notes, take offs, and other Bidding Documents required for inclusion in the Escrow Bid Documents. Failure to submit the Escrow Bid Documents as required may result in a rejection of the Bid.

4. DEFINITIONS

Certain terms used in the Contract Documents shall have the meanings indicated in the General Conditions and Supplementary Conditions which are part of the Contract Documents.

5. INSPECTION OF SITE, INSPECTION OF CONTRACT DOCUMENTS, PLANNING AND ANALYSIS

- A. Before submitting a proposal, each Bidder is responsible for inspecting the site of the proposed work, and the surrounding premises, to arrive at a clear understanding of the conditions under which the work is to be performed.
- B. Before delivery of its proposal, each Bidder is held to have compared the conditions of the site where work is to be performed with the Contract Documents and to have satisfied itself as to the conditions of the site and surrounding premises, including any obstructions, all excavating, filling in, and quantities, and any other conditions affecting the carrying out of the work, including the weather conditions of the project area. Each Bidder must obtain first-hand information concerning the available facilities for receiving, transporting, handling and storing construction equipment and materials and concerning other local conditions that may affect its work. Each Bidder must acquaint itself with the character and extent of the operations of the Owner and any other contractors in the area of the work, so that the Bidder can plan its work accordingly.
- C. Bidders must estimate the quantity of materials, labor and equipment required for the work by examination of the site and a review of the Contract Documents including Addenda, and by carefully considering all other relevant factors. Bidder warrants that by submitting its Bid, it had no misunderstanding concerning the quantities or nature of the work to be performed, and the Bidder will assert no such claim asserting such a misunderstanding.
- D. No allowances or extra payment will be made to Contractor because of costs or

expenses occasioned by Contractor's failure to comply with the provisions of this section, or by reason of error or oversight on the part of the Bidder, or on account of interference by the activities of the Owner or any other contractor where those activities are apparent, or are made known to the Bidders during the bidding process.

- E. For bidding purposes, the Bidder is responsible for evaluating the compatibility of proposed construction methods with the Contract Documents, and soil and site information. Bidders must carefully study and compare all portions of the Contract Documents and must notify the Engineer, in writing, prior to the deadline for pre-bid questions, of any concerns, questions, apparent ambiguities, conflicts, incompatibilities, apparent errors, or other discrepancies evident in the Contract Documents.
- F. The successful Bidder must complete the work under whatever conditions it may create by its own actions or inactions, sequence of construction, construction means and methods, or other conditions it may create or cause to be created at no additional cost to Owner.

6. UNDERGROUND CONDITIONS

- A. The Engineer performed investigations and issued reports which are available to the Contractor.
- B. Bidders only may rely on technical data contained in such reports except where indicated otherwise in the Contract Documents. Evaluations, analyses, recommendations, or conclusions contained in such reports shall not be relied upon in formulating any Bid for the work. This data is offered to the Bidders as information about underground and site conditions only at the locations at which any soil borings, sampling, or other data collection were made. The Owner does not represent or warrant that the underground conditions encountered at or near the site during construction will generally or specifically conform to underground conditions described in the data in these borings or any accompanying descriptive report.
- C. Each Bidder and the Contractor awarded the project shall draw their own conclusions as to site, underground or soil conditions from their own experience, independent knowledge and investigation of the site, and they should each secure such other and additional information and data as they consider necessary or desirable to check and supplement the provided underground data for specific locations. The Contractor is required to complete the work under any job or field condition which was present and/or ascertainable prior to Bidding.
- D. All Bidders that seek to conduct any additional underground or site exploration or testing must do so at their own expense as necessary. Such Bidders must contact the Owner and obtain its written permission before proceeding.
- E. Any additional exploration conducted by Bidders must be performed in a manner which precludes unnecessary disruption of the soils or which impedes construction operations and must be performed in compliance with the Mineral Well Act, Act No. 315 of the Public Acts of 1969, as amended, MCL 319.211, et. seq. Any Bidder performing exploration work must restore all areas of exploration to its original condition. By entering the site to conduct such investigation and testing, the Bidder agrees to indemnify, defend

and hold harmless all of the persons identified in the indemnity provisions of the General and Supplementary Conditions to the full extent of the indemnity obligation set forth in those Contract Documents.

7. AWARD OF CONTRACT

- A. The Contract, if awarded, will be awarded to the lowest, responsive, and responsible bidder, subject to the final approval by the Oakland County Water Resources Commissioner. The Contract will be awarded subject to receipt of funds to finance the project and acquisition of easements, during which time the proposal guarantees of the lowest three responsive, responsible Bidders will be held.
- B. The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond, Labor and Material Bond and Maintenance and Guarantee Bond and shall provide proofs of insurance coverage in accordance with the Contract Documents within ten (10) calendar days of the delivery date of the Notice of Award to the successful Bidder. The necessary Agreement and Bond forms shall accompany the Notice of Award. If the Contractor awarded the project fails to execute the Agreement, submit Performance Bond, Labor and Material Bond and Maintenance and Guarantee Bond and provide proofs of insurance coverage in accordance with the Contract Documents within ten (10) calendar days of the delivery date of the Notice of Award, the Owner may declare the Contractor in default, in which case the Proposal Guarantee accompanying the Proposal will be forfeited to the Owner.

8. INTERPRETATION OF CONTRACT DOCUMENTS

- A. Neither Owner nor the Engineer will give verbal instructions prior to the award of the Contract. Any verbal statements regarding the Contract by any person are not authorized and do not constitute representations, warranties, modifications, agreements, or promises, express or implied, and may not be relied upon by Bidders.
- B. Bidders seeking explanations regarding the project or the Contract Documents must submit written requests to the Engineer, and if explanations are necessary, a reply will be made in the form of an Addendum, a copy of which will be forwarded to all parties that have taken out Contract Documents. The determination of the necessity of explanations will be in the sole discretion of the Engineer and Owner and no obligation to provide a reply or addendum will be implied.
- C. Questions, comments, or concerns of any Bidder regarding bidding or the Contract Documents or the project, must be submitted in writing and in advance of the opening of bids per the time period specified in the Advertisement.
- D. Addenda issued to Bidders prior to the date of receipt of proposals shall become a part of the Contract Documents and all proposals shall include the work described in each and every Addenda issued.

9. NAME AND STATUS OF BIDDER

- A. The name and legal status of the Bidder, that is, as a corporation, limited liability company, partnership, limited partnership or individual, must be stated in the Proposal.

- B. The place of residence of Bidder, or the office address in the case of a firm or company with county and state, must be stated in the Proposal.
- C. Unless the legal status of the Bidder is an Individual, the signature(s) of the signing official(s) must be accompanied by the appropriate Resolution or Certificate Form found at the end of the Proposal, properly executed, authorizing the official(s) to sign both the Proposal Form and the Contract. Failure to submit this form is basis for rejecting the Bid.

10. QUALIFICATION OF BIDDERS AND SUBCONTRACTORS

- A. Except as otherwise reserved herein, Owner will only award the Contract to a responsible Bidder. A finding that the Contractor is not responsible in connection with this project shall not necessarily preclude the Bidder from bidding and performing work on other projects for the Owner.
- B. Factors to be considered in determining whether Owner's standard of responsibility has been met shall include, but not be limited to, whether the Contractor has:
 - 1) The appropriate financial, material, equipment, facilities, and personnel resources and expertise available, or the ability to obtain them, necessary to indicate it is capable of meeting all contractual requirements;
 - 2) A satisfactory record of performance;
 - 3) A satisfactory record of integrity;
 - 4) Qualified legally to contract with Owner and has supplied all necessary information in connection with the inquiry concerning responsibility.
 - 5) If Contractor has been deemed non-responsible in the past, provided a detailed explanation of its remedial actions subsequent to the determination to address any concerns expressed by the authority making the declaration such that the authority would consider awarding a contract to the Contractor, notwithstanding past concerns about Contractor's performance.
- C. The Contractor must supply information requested by Owner concerning the responsibility of the Bidder. If the Bidder fails to supply the requested information, the Owner must base the determination of responsibility upon any available information or may find the Bidder non-responsible if such failure is unreasonable. A finding that the Bidder has failed to make a required disclosure or submitted false information may result in immediate disqualification of the Bidder.
- D. Within 10 days after bids are received by the Owner, the Contractor who has submitted the low bid must, upon request of the Owner, complete and submit to the Owner the following:
 - 1) MIOSHA Form 300 - "Log of Work-Related Injuries" for the last 3 years.
 - 2) MIOSHA Form 300A - "Summary of Work-Related Injuries & Illnesses" for the last 3 years.

- E. In addition to meeting the criteria set forth in this Article, and the submission of the required information requested herein, the ability of the Contractor and its identified Subcontractors to proficiently handle technical issues, safety, scheduling, and administrative issues as demonstrated by its past performance on projects for the Owner, as well as projects for other public agencies, will be considered in determining whether a Contractor is a responsible contractor for this project. Past performance issues to be considered include, but are not limited to, the following:
- 1) Failure to adhere to and/or comply with Contractor's obligations in the Contract Documents
 - 2) Failure to follow administrative procedures and provisions in the Contract Documents
 - 3) Submission of false claims or falsely inflated claims
 - 4) Failure to prosecute the work in accordance with the Plans and Specifications included in the Contract Documents
 - 5) Failure to follow bidding instructions.
- F. The Bidder shall promptly submit upon request by the Owner, any additional information necessary to satisfy the Owner that the Bidder is adequately prepared to fulfill the Contract.
- G. The existence of any judgment, citation, default, finding of non-responsibility or other negative information disclosed by Contractor in its Experience and Qualification Statement or independently discovered by Owner, or Contractor's failure to provide the certifications required by this Article, will be considered, among all other factors, in determining whether a Contractor is a responsible Bidder for this project. As part of its response, Contractor may submit an explanation of the facts giving rise to the judgment, citation, default, or negative finding, or reasons why the required certifications cannot be provided, and ask Owner to deem the Contractor both responsive and responsible notwithstanding such facts or omissions.
- H. The requirements identified above are not an exhaustive or exclusive list of all qualifications required of the Contractor, its Subcontractors, or personnel. The minimum requirements indicated above are in addition to any other requirements contained elsewhere in the Contract Documents and/or typically considered under state or federal procurement law.
- I. Owner may, when circumstances warrant, accept any Bidder as a responsible Bidder despite its failure to meet all of the minimum standards set out herein. To the extent that special circumstances exist which a Bidder believes render the Bidder a qualified and responsible Bidder for this project, despite the failure to meet one or more of the standards for qualification set out herein, the Bidder may submit a notarized sworn statement explaining the special circumstances and requesting consideration of its Bid. Notwithstanding the foregoing, Owner has no obligation to consider such special circumstances, or to disregard the requirements set forth in this Article and elsewhere in

the Contract Documents and deem the Bidder responsible.

- J. Bidder must attend a pre-award conference to satisfy the Owner that the Bidder is adequately prepared to fulfill the Contract.
- K. If a Bidder who otherwise would have been awarded a contract is found non-responsive, a written determination of non-responsibility setting forth the basis of the finding will be prepared by the Owner upon request. A copy of the determination will be sent promptly to the non-responsive Bidder. The final determination will be made part of the bid file.
- L. The Contractor must self-perform at least 51% of the construction trade work as determined by dollar value. This does not include General Conditions.

11. CONTRACTOR AND SUBCONTRACTOR INFORMATION AND LISTING

- A. Bidder must provide a completed Experience and Qualification Statement (DC-118) with its bid. Additional qualification information as requested by Owner shall be submitted within 10 days after bids are received by the Owner including but not limited to a completed Experience and Qualification Statement (DC-118) for each and every Subcontractor who will work on the project.
- B. Bidders shall submit with their bid a list by name, trade and scope of work each and every Subcontractor who will perform Work with a value in excess of 10 % of Bid Total.

12. PRELIMINARY SCHEDULE

- A. Each Bidder shall submit with their bid a Preliminary Schedule demonstrating the Bidder's plan to complete the construction work within the time allowed in the Agreement and to achieve the completion of any milestones identified in the Contract Documents. The requirements of the Preliminary Schedule are described in the General Specification.
- B. Failure to provide the requested schedule may result in the Contractor being declared non-responsive.
- C. The Bidder's Preliminary Schedule shall be based on a Notice to Proceed date identified in the Proposal.

13. ADDITIONAL BIDDING INFORMATION

The Advertisement, which precedes the "Information for Bidders" and the Contract Documents as defined in the General Conditions may contain additional bidding information and is considered a part of these instructions.

14. EQUALS AND SUBSTITUTIONS

Anticipated proposed Equals and Substitutions shall not be the basis for any bid pricing. For the purpose of bidding, Bidders shall base their bid on the design and any specified products. Equals or Substitutions may be submitted for consideration after the award of the Contract.

Approval of proposed Equals or Substitutions are discretionary, and Contractor waives the right to make a claim on that basis. Bidders shall not assume that any contemplated Equal or Substitutions will be approved. The Contractor will be responsible for Engineer Fees for review, analysis, tests and/or all other costs necessary to review, analyze and/or implement a proposed Substitution regardless of whether the proposal is approved.

15. OWNER CONTROLLED INSURANCE PROGRAM

Owner may provide an Owner Controlled Insurance Program ("OCIP") for this project. If provided, Bidders, including Subcontractors and vendors, will include the cost of the insurance required by the Contract Documents, including those in the General Conditions and Supplementary Conditions in their Bid Proposal. Eligible Contractors, Subcontractors and vendors are required to enroll in, and be approved for the OCIP program prior to starting work on the project. If approved and enrolled in the OCIP, the insurance costs and mark up on the insurance of the Contractor, Subcontractors and vendors will be deducted from the Contract Price using a deductive change order for the lines of insurance coverage provided in the OCIP. Determination of the lowest Bidder will be made with the cost of insurance included in the Bid, pursuant to the General and Supplementary Conditions of the Contract. The OCIP information is identified in an Appendix to the Contract Documents. Copies of the OCIP Policy documents are attached to the Contract Documents. In submitting a Bid for this project, Bidders, including Subcontractors and vendors, accept the terms of the OCIP and the coverage shown in the attached policy documents. Any other insurance coverages deemed necessary by Bidder shall be obtained by Bidder at Bidder's exclusive cost and expense and no premiums for additional coverage shall be charged to Owner.

16. PROPOSAL GUARANTEE (BID BOND)

- A. Each proposal shall be accompanied by a Bid deposit in the form of a certified check, a cashier's check or Bid Bond executed by the Bidder and a qualified, acceptable Surety Company, payable to the Oakland County Water Resources Commissioner in the amount of Five Percent (5%) of the accompanying Bid, as guarantee on the part of the Bidder that it will, if called upon to do so, enter into a Contract in the form of the Contract Documents, perform the work required by the Contract Documents, at the prices stated, and furnish acceptable surety for its faithful and entire fulfillment.
- B. The Bid deposits of all, except the three (3) lowest Bidders, will be returned within 48 hours after the Bids are opened. The Bid deposits of the apparent second and third lowest Bidders that the Owner has retained will be returned after the signed Contract has been delivered and the required bonds and insurance of the Contractor have been finally approved by the Owner, or after rejection of all Bids.

17. GUARANTEE BONDS

- A. In addition to the Bid Bond, the Contractor shall furnish the Owner the following bonds prior to the Contract being executed:
 - 1) A Performance Bond in an amount at least equal to 100% of the Contract Price as security for faithful performance on the Contract.
 - 2) A separate Labor and Material Payment Bond in an amount at least equal to

100% of the Contract Price as security for payment of all persons performing labor and furnishing materials in connection with the Contract.

- 3) A Maintenance and Guarantee Bond in an amount at least equal to 100% of the Contract Price.

18. BOND REQUIREMENTS

A. All bonds required of Bidder or Contractor shall meet the following requirements:

- 1) The Bidder or Contractor shall pay the premiums.
- 2) The form of the bonds shall be as appended herewith (NOTE: the form of Bid Bond is NOT incorporated in the Contract Documents).
- 3) The surety on the bonds shall be a corporate bonding company named on the current list of Surety Companies acceptable on Federal Bonds as published in the U.S. Treasury Department Circular Number 570. In the event that the surety is ever delisted on the cited Circular, Owner may, in Owner's sole discretion, demand and Contractor shall provide replacement Bonds from a then listed surety at no additional cost to Owner.
- 4) The surety shall be a corporate bonding company authorized and admitted to transact business in Michigan and subject to service of process and personal jurisdiction in Michigan. A copy of the certificate issued by the State of Michigan evidencing such authorization shall be furnished to Owner.
- 5) The surety shall be a corporate bonding company, which is otherwise satisfactory to Owner. Without limiting the other factors upon which Owner may determine the acceptability of a surety, Owner specifically reserves the right to reject any surety which has denied, delayed or obstructed payment or discharge of the sureties' obligations under a prior bond in favor of Owner.
- 6) Attorneys-in-Fact who sign bonds must file with each bond a certified copy of a currently effective and dated Power of Attorney.
- 7) The Owner may, but is not obligated to, require the substitution of any of the bonds by Bidder or Contractor upon the occurrence of any of the events referred to herein and in the General Conditions or Supplementary Conditions.
- 8) Providing the bonds required hereunder shall not establish that a Bidder is qualified, responsive or responsible, and shall not limit Owner's right to review Bidder's qualifications and reject any Bid.

19. PRE-BID MEETING & SITE TOUR

All Bidders must attend the pre-bid meeting. Bidders shall refer to the Advertisement (ADV-1) found elsewhere in these specifications for pre-bid meeting and site tour requirements.

20. REJECTION OF BIDS

Owner reserves the right to reject any or all Bids. The Owner further reserves the right to waive any non-material irregularity or informality in the Bids. The Owner reserves the right to reject any Bid submitted by any Bidder that the Owner determines is not a responsive or responsible Bidder based on information supplied by the Bidder or on any other information that the Owner receives or acquires on its own, including the past experience of the Owner and/or any other public agency owner with the Bidder. Owner's rights in this regard may be exercised in Owner's sole discretion and Owner shall not have any obligation to exercise or refrain from exercising these rights.

21. OVERTIME COMPENSATION

Refer to the Labor Standards Provisions, EPA Form 5720-4 and the U.S. Department of Labor Memorandum No. 143 for further information. Labor compensation, including Overtime shall be governed by applicable local, federal and state law and regulations.

22. WORK WITHIN VARIOUS MUNICIPALITIES, CONSTRUCTION PERMITS, ROAD PERMITS, ETC.

- A. The Contractor shall conform to the various requirements of the municipality within which work is being performed and shall obtain, at its own expense, all permits required.
- B. In addition, certain public highways and subdivision roads are under the jurisdiction of the Michigan Department of Transportation, Road Commission for Oakland County, and/or the local municipality. Contractor shall obtain, at Contractor's own expense, all permits required by these organizations to use the roads under their jurisdiction.
- C. If the scope of the work requires work to be performed within other private properties/easements, Contractor shall comply with the conditions of these easements at its own expense. Applicable easement documents will be made available before work begins.

23. CONTRACT DOCUMENTS

Each Bidder is obligated to carefully review all materials included or referenced in the Contract Documents including, without limitation, the General and Supplementary Conditions. The Contract Documents are defined in the General and Supplementary Conditions and the Bidder must familiarize itself with all provisions, terms and conditions of all Contract Documents.

24. OWNER'S RESERVATION OF RIGHTS

- A. In addition to Owner's rights in Article 20 - Rejection of Bids above, Owner reserves the following rights in connection with this Invitation to Bid:
 - 1) Withdraw the Invitation to Bid at any time, in the Owner's sole discretion.
 - 2) Make an award under the invitation to Bid in whole or in part.
 - 3) Disqualify any Bidder whose conduct and/or proposal fails to conform to the

requirements of the Invitation to Bid.

- 4) Seek clarifications and revisions of proposals.
- 5) Use proposal information obtained through site visits, management interviews and Owner's investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to the Owner's request for clarifying information in the course of evaluation and/or selection under the Invitation to Bid.
- 6) Prior to the bid opening, direct Bidders to submit proposal modifications addressing subsequent Invitation to Bid amendments.
- 7) Change any of the scheduled dates.
- 8) Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Bidders.
- 9) Waive any requirements that are not material.
- 10) Negotiate with the successful Bidder within the scope of the Invitation to Bid in the best interests of the Owner.
- 11) Conduct contract negotiations with the next responsible Bidder, should the Owner be unsuccessful in negotiating with the lowest, responsible Bidder.
- 12) Utilize any and all ideas submitted in the proposals received.
- 13) Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's proposal and/or to determine a Bidder's compliance with the requirements of the solicitation.

SECTION 00200

PROGRAM OVERVIEW & SCOPE OF SERVICES

DEFINITIONS

1. "Oakland County CVT" shall refer to a City, Village or Township (CVT) water system that has an active operation and maintenance contract with the Oakland County Water Resources Commissioner's Office
2. Owner shall refer to the municipal limits of the Oakland County CVT in which the Contractor is working.
3. "Water Service Line" means the pipe from the discharge of the corporation fitting attached to the public water supply main to the customer premise plumbing or to the building plumbing at the first shut-off valve inside the building or 18 inches inside the building, whichever is shorter.
4. "Public Side Water Service Line" or "Public Water Service Line" means that portion of the Water Service Line from the discharge of the corporation fitting attached to the public water supply main to the discharge of the curb stop.
5. "Private Side Water Service Line" or "Private Water Service Line" means that portion of the service line from the discharge of the curb stop to the customer premise plumbing or to the building plumbing at the first shut-off valve inside the building or 18 inches inside the building, whichever is shorter.
6. Service Company, Vendor, Contractor, Firm or Proposer shall refer to the company providing a proposal for the work outlined in the specifications.

PROGRAM OVERVIEW

The Oakland County Water Resources Commissioner's Office (WRC) is accepting bids for professional construction services for the material verification of water service lines within the water systems in the City of Pontiac and Royal Oak Township, both which are considered Oakland County CVTs.

As required by the amended lead and copper provisions of the Michigan Safe Drinking Water Act (MI-SDWA), each water supply system is required to submit a *Complete Distribution System Materials Inventory* (CDSMI) to EGLE by January 1, 2025. As part of the CDSMI, water supplies must develop an inventory of their water service lines that "characterizes and documents water service line materials and provides demonstration through physical verifications that the inventory is accurate". The Michigan Department of Environment, Great Lakes and Energy (EGLE) has recently provided documentation entitled "Minimum Service Line Material Verification Requirements" which sets forth parameters by which water supplies will need to define their WSL materials and the process for quantifying and identifying a "randomly selected sample" of WSLs that, at a minimum, will require physical verification.

The EGLE guidance has identified four (4) locations along the water service line which need to be physically verified in order for a service line to be considered "known". These four (4) points are as follows:

- Point 1 – The interior portion of the service line up to the first shutoff valve or 18 inches inside the building, whichever is shorter;
- Point 2 – a minimum of 18-inches away from the curb stop on the "Private" side of the service line,
- Point 3 – a minimum of 18-inches away from the curb stop on the "Public" side of the service line and
- Point 4 – at the connection of the service line to the water main (i.e. gooseneck/pigtail)

The work for this Proposal will focus on identifying the water service line materials at **Point 2** and **Point 3** only.

As a part of this Contract, the contractor should be prepared to complete water service line verifications within 90 days of receiving the addresses in which the Work is to be performed. Addresses will only be provided after Point 1 has been verified by the Owner to ensure that the address will provide access to physically review Point 1 before beginning excavations to verify Point 2 and Point 3. Addresses will be provided a minimum of 30 at a time.

It is the goal for the WRC to have all 531 service line verifications within the City of Pontiac and Royal Oak Township complete prior to December 31, 2022.

In addition to the minimum number of service line verifications required for the City of Pontiac and Royal Oak Township, there are numerous other Oakland County CVTs that are required to comply with the amended lead and copper rules of the MI-SOWA and will need service line verifications performed within their systems. The WRC is proposing the option of utilizing the unit prices bid under the Base Contract to be included in an Oakland County collaborative Agreement so that all Oakland County CVTs could use the awarded contractor for their own water service line verifications. The contractor will be provided the option to refuse participation in this collaborative Agreement, however, please note that refusal to participate in the collaborative Agreement may influence the review and award of the Contract.

The Proposal has been prepared with multiple unit price bid items, described in detail within Section 01220. The intent is to provide options and competitively bid as-needed services for all service line verification needs that exist within a municipal water system. Bidders are required to provide a price for each line item in the Proposal to be considered for award. The WRC reserves the right to award a Contract that best meets the needs of the City of Pontiac, Royal Oak Township and all other Oakland County CVTs. Unit prices should be reasonable and well-balanced and items should not be over-weighted.

SCOPE OF SERVICES

The WRC is seeking a contractor(s) to expose the piping at Point 2 and Point 3 of the water service line (as previously defined) to physically verify the material of the piping in place. Between the City of Pontiac (377 total) and Royal Oak Township (154 total), there are 531 water service line material verifications that need to be completed as part of the Base Contract. The addresses for these verifications are included in **Appendix B**.

The goal of the Water Service Line Material Verification Program is to physically verify the total number of water services lines at Point 2 and Point 3 in the fewest number of excavations and causing as little undue disruption to the project areas as possible. Ideally, Point 2 and Point 3 can be physically verified at the curb stop (or technically 18-inches on either side of the curb stop) within one (1) excavation. However, there may be locations where an excavation of the size necessary to expose 18-inches of piping on either side of the curb stop would cause undue disruption such as the removal of driveways, sidewalks, trees or other ornamental features. In these cases, this Contract has provided an as-needed line item in the Proposal for an additional verification excavation so that each excavation along the service line could be located such that they do not cause undue disruption to the area. An example of this would be in a location where the curb stop is located in a sidewalk, the location of the excavation to verify Point 2 could be moved up the Private Side of the service line (towards the house/building) far enough away from the curb stop (and sidewalk) to physically verify the service line without damaging the sidewalk. A similar process would be completed for Point 3 where the location of the excavation is moved closer to the water main (typically between the sidewalk and the back of curb or roadway) in a location that would not damage any pavement. The end result would be a physical verification of Point 2 and Point 3 along a water service line, within the requirements of EGLE's guidance, without having to remove any sidewalk or pavement.

During the physical verification process the Contractor shall provide the Owner or the Owner's field representative time to photograph, document and collect any other information from the exposed service line as requested by the Owner prior to backfilling the excavation.

The Contractor shall allow the Owner or the Owner's field representative time to assess the condition of the curb stop and curb stop valve box if exposed and make a determination on whether the curb stop or valve box need to be replaced. As-needed bid items have been included in the Proposal for the replacement of these items if deemed necessary. In addition, frequently, water service lines and sewer service lines were installed in the same trench, as such, sewer cleanouts may be impacted by the service line verification. The Contractor shall use caution when excavating in the vicinity of a known cleanout, however, if the cleanout was unknown, buried or in poor condition and needs to be replaced or raised to the surface, an as-needed bid item has been added to the contract for this work as well. The use of any "as-needed" Proposal items shall be used at the discretion of and only after approval by the Owner's field representative.

Maintaining traffic along typical residential streets and low volume commercial or industrial avenues should be considered included with the project. Maintaining traffic shall consist of signage, barrels, cones and other means of traffic control and site safety measures in accordance with the latest edition of the MMUTCD to assure the safety of the traveling public while also maintaining access to all local residents. Should the authority having jurisdiction (AHJ) deem that more coordinated traffic control is needed, the AHJ will either perform the traffic control themselves or negotiate a cost proposal from the Contractor based on the scope, terms, and traffic control plan needed.

The selected contractor(s) shall exercise caution when performing the Work to prevent damage to existing materials/items within the project area. The contractor shall be responsible for repairing any damage to the project area and replacing any materials/items within the project area that were damaged due to and caused by their construction operation.

The selected contractor(s) shall identify the location of any existing utility services to the home and conduct operations in such a manner as to ensure the Work does not damage any existing utilities. Work shall be accomplished in accordance with all local ordinances and right-of-way permitting. Consumers Energy requirements for Protecting Gas Facilities, and the technical specifications for the project. The contractor shall be responsible for repairing any damages to the satisfaction of the homeowner, municipality and the utility company.

The Owner fully intends to provide the services to collect, organize and document the physical service line verification. However, some Oakland County communities may not have the staff or field representation available to oversee this Work and properly document the results. As such, the WRC is requesting that all proposers provide a good faith estimate of the cost per each service line verification to complete the following administrative work items:

- Complete an inspection form as provided by the Owner that include information such as,
 - Date, Address and personnel performing the inspection
 - Service Line Material type at each "Point"
 - Condition of curb stop and valve box
 - Tied down (or GPS'd) location of curb stop valve box
- Take pictures of the exposed service line at each "Point"
- Organize inspection forms by address and pictures by address and "Point" along the service line
- Provide documentation to the Owner weekly via zip drive or other Owner approved storage device.

An additional bid item has been added to the Proposal for the contractor to bid on this Work. This bid item will not count towards the Total Base Bid amount but may influence the review and award of the Contract.

EXPERIENCE AND QUALIFICATION STATEMENT OF

Angel Brothers Inc.
(Legal Name of Bidder)

SUBMITTED TO:

Oakland County Water Resources Commissioner
One Public Works Drive
Waterford, MI 48328

REGARDING:

CONFIDENTIAL INFORMATION

IMPORTANT – This Experience and Qualification statement shall be filled out for submission with the Bid. This statement, to be acceptable, must give full information for every applicable item.

1.	BUSINESS NAME: (Do not abbreviate and hereinafter referred to as "Contractor")		
	D'Angelo Brothers Inc.		
2.	BUSINESS ADDRESS: (Not a post office box)		
	21215 Eastwood Trace Northville MI 48167		
3.	CONTACT INFORMATION		
	Contact Person: Vince D'Angelo		
	Email: vince@dangelo-brothers.com		
	Telephone: (248) 515-1942		
	Fax Number: -		
4.	LEGAL STATUS: (Fill in appropriate boxes and spaces)		
	A. INDIVIDUAL – (Named in Item 1)		
	Home Address:		
	Age:		
	B. ASSUMED NAME – Registered in		County, Michigan
	Date:		
	Name of Each Individual	Home Address	Age
	C. PARTNERSHIP – Date Organized		General: <input type="checkbox"/> Limited: <input type="checkbox"/>
	Partnership Registered in		County, Michigan
	Name of Each Individual	Home Address	Age
	D. CORPORATION – Date Incorporated		State: MICHIGAN
	Licensed to do Business in Michigan: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Date: 1/1/17
	Capitalization Total Authorized \$		Paid in Cash \$
	Officers	Name	Home Address
	President	Vincent D'Angelo	21215 Eastwood Trace, Northville MI 48167
	Vice President	Vincent D'Angelo	21215 Eastwood Trace, Northville MI 48167
	Secretary	N/A	
	Treasurer	N/A	

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5.	Years in Business Under Present Name and Legal Status		EST. 1955 Years * <u>66</u>
* If less than 10 years, were you previously engaged in present line of work under another name or legal status? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, as listed below			
Previous Name:		Individual	
Address:		Partnership	
Dated: From		To	
Years Engaged in Work of the Character Covered by this Statement		Corporation	
		Years	
6.	OTHER INTERESTS		
Are there any inter-related companies, either partnerships or corporations, or other individuals who will in anyway, financial or otherwise, be involved in this Contract? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, as listed below:			
Name	Nature of Business	Relationship	
Has any person named in Item 1 or 4 ever been, or still is, a principal, partner, or officer in a contracting organization in addition to the one named herein? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, as listed below:			
Individual's Name	Position	Organization Name	Dates
Did any of the above organizations ever fail to complete work or default on a contract while any person named in Item 1 or 4 was a partner or officer? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, attach statement as to when, when, why, and who bonded the work			
Are there any other construction-related companies in which, now or in the past five years, Contractor or any of the individuals or business entities listed above either owned or own 50% or more of the shares of or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other company? (Attach additional pages if necessary.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Company Name		Company EIN (if available)	
Company's Primary Business Activity			
Company Address			
Explain relationship with the company and indicate percent of ownership, if applicable (enter N/A, if not applicable):			
Are there any shareholders, directors, officers, owners, partners or proprietors that Contractor has in common with this company? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Individual's Name (include middle initial)		Position/Title with Company	

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EXPERIENCE AND QUALIFICATION STATEMENT

Does Contractor have any construction-related affiliates not identified in the response to questions above? (Attach additional pages if necessary.) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Affiliate Name		Affiliate EIN (if available)	
Affiliate's Primary Business Activity			
Affiliate Address			
Explain relationship with the affiliate and indicate percent of ownership, if applicable (enter N/A, if not applicable)			
Are there any shareholders, directors, officers, owner, partners or proprietors that Contractor has in common with this affiliate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Individual's Name (include middle initial)		Position/Title with Company	
Has Contractor participated in any construction-related Joint Ventures within the past three (3) years? (Attach additional pages if necessary.)			
Joint Venture Name		Joint Venture EIN (if available)	
Identify parties to the Joint Venture			
7. PAST EXPERIENCE OF BIDDER:			
Largest Gross Amount of Work Done in One Year		\$ 13,000,000	Year 2019
Largest Single Contract Completed Work Performed as:		Prime Contractor	Subcontractor
Joint Venture with:			
Type and Location of Work		Contract Price \$	
Sewerage Sanitary Emergency Sewerage, E.L.S. Co.		\$ 800,000	
Architect/Engineer or Owner: Oakland County, 12/1/2019		Date Completed: Nov. 2019	
If above project (listed in Item 7 above) is not the same general type as the present contract, list the largest contract of such similar type completed.			
Type and Location of Work		Contract Price \$	
Oakland County - Long Water Line Repairs		Approx. \$750,000	
Architect/Engineer or Owner: SCWA / H&B Engineering		Date Completed: 12/2019	
Work Performed as:		Prime Contractor <input checked="" type="checkbox"/>	Subcontractor <input type="checkbox"/>
Joint Venture with: N/A			
In Schedule A, list work completed during at least the last 5 years that was of similar type and comparable size to the proposed work. See Attachment			
OR if work of similar type and/or comparable size has not been previously completed, attach a statement giving reason for being qualified to satisfactorily perform the proposed work. So indicate an attachment by checking the box			
8. PRESENT WORK:			
Do you now have other work? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, having a total value of \$ 500,000			
* In Schedule B, list present work and related data. See Attachment			
Is any of the present work behind schedule? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Attached as statement giving reasons for delay and other pertinent data. Long Repairs			

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9. EXPERIENCE OF KEY PERSONNEL:

Give a brief resume of the construction experience of the Principals named in Items 1 or 4 and the key personnel that will be working on the project (If space is not sufficient attach a supplemental statement.)

Please See Attached
 Rob D'Aquila
 Vince D'Aquila

10. SURETY (Bonding Company)

Surety (not the agent) who will bond this Contract. INDSON

Name UTC

How long has this Surety been bonding your work? 2 Years

* If less than 3 years, give name of previous Surety: Harmon-Indson March 2018

What is your maximum bonding limitation? \$ 10 million

What amount of present work is bonded? \$ 500,000

Net amount still available for new work? \$ 9.5 million

(This Must Be Stated)

Individual official of Surety who can verify above and furnish additional information

Name Ken Kreibitz

Address 3700 Grandview, Suite 150 Fremont, CA 94538

Telephone Number (415) 888-0378

Email KKreibitz@UTCInd.com

If a corporation, will any or all officers be required by the Surety to pledge their own personal assets as a condition for obtaining the bonds required for this Contract?

☒ No ☐ Yes, as named below

11. INSURANCE:

List the types of insurance applicable to the proposed work, which are currently carried, giving the names of the insurers and the basic limits of the respective coverage.

Type	Insurance Company	Limits	
Worker's Compensation	<u>Wally Faye Insurance</u>	One Person	\$ <u>1,000,000</u>
Public Liability	<u>Norfolk Insurance</u>	One Accident	\$ <u>1,000,000</u>
Property Damage	<u>Continental Insurance</u>	Each Accident	\$ <u>500,000</u>
		Aggregate	\$ <u>500,000</u>

Insurance representative or agent who can verify above and furnish additional information:

Name Ken Kreibitz

Address 3700 Grandview, Suite 150 Fremont, CA 94538

Telephone Number (415) 888-0378

Email KKreibitz@UTCInd.com

Have you ever had an insurance policy of any of the above types canceled? ☐ No ☒ Yes - Explain below:

Type: _____ Insurer: _____ Date: _____

Reason: _____

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EXPERIENCE AND QUALIFICATION STATEMENT

12. **SUPERVISION:** (See attached for additional Supervision)

Name of person who will be in responsible charge of the respective phases of the Work.

A. General Overall Supervision

Name: Vince Delgado How long in your employ? 10 yrs

Telephone Number: (415) 515-1942 Age: 36 How long in this capacity? 10 yrs

Address: 30750 W Bercie
Interagency Plaza, Ste 400

Email: Vdelgado@oaklandwater.com

Construction Experience: 10 yrs in construction management, 10 yrs in construction

B. Superintendence on Site

Name: Chris Brennan How long in your employ? 10 yrs

Telephone Number: (415) 515-1942 Age: 45 How long in this capacity? 10 yrs

Address: 30750 W Bercie
Interagency Plaza, Ste 400

Email: cbrennan@oaklandwater.com

Previous capacity with you, if other than above: Operator, Lead, Designer

Last jobs on which he acted in similar capacity: Oakland County Water, Lead Water Supervisor

Type and Location	Architect/Engineer or Owner	Construction Cost	Date Completed
<u>Bay Area Water Services</u>	<u>Oakland County Water</u>	<u>\$1,200,000</u>	<u>2012</u>
		<u>\$</u>	

Largest job, if other than above, on which he acted in similar capacity: Same as above

Type and Location	Architect/Engineer or Owner	Construction Cost	Date Completed
		<u>\$</u>	
		<u>\$</u>	

Oakland County job, if any, or different from above in similar capacity: See Above

Type and Location: _____ Dates employed: _____

Will he perform any other specific work at site than that of Job Superintendence? No Yes - Explain below: Equipment operators

13. **CONSTRUCTION EQUIPMENT:**

Do you permanently maintain an equipment yard? Yes No?

Yes - Located at: 30750 W Bercie Interagency Plaza, Ste 400

What facilities are there provided other than storage? Brake fluid, oil, grease, etc.

No - State where equipment is temporarily stored: _____

What major items of construction equipment will be available for use on the proposed work? List separately equipment now owned and that which will be purchased or rented.

If the type of work is such that it may be done in separate crews working concurrently at different locations, then separately list that equipment that will be available for each crew. All heavy equipment with same equipment

14.

SUBCONTRACTORS:

Approximate total value of subcontractors

\$

Complete the table below for each Subcontractor who will perform Work in excess of 10% of Bid Total

Name of Subcontractor & Trade	Part of Work	Used Before?	
		Yes	No
Alco SUBCONTRACTORS OFFICE TRUCKS			

Have firm commitments and prices been obtained for required equipment and materials Do you permanently maintain an equipment yard? ☒ Yes ☐ No? If No, Explain:

Have all proposed Subcontractors and Suppliers been made aware of the time allowed for completion of the Work and the related liquidated damages provision Do you permanently maintain an equipment yard? ☒ Yes ☐ No? If No, Explain:

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EXPERIENCE AND QUALIFICATION STATEMENT

15.	INTEGRITY - CONTRACT BIDDING - Within the past ten (10) years, has Contractor, an affiliate, related or any predecessor company or entity:	
15.1	Been suspended or debarred from any government contracting process or been disqualified on any government procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15.2	Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15.3	Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15.4	Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15.5	Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15.6	Agreed to a voluntary exclusion from bidding/contracting with a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15.7	Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to Contractor, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with the numbered responses. As part of your response, provide details, including the basis for any such finding and the general substance of any basis upon which you assert the finding was erroneous. If you do not know the basis, you may simply state "unknown".		
16.	INTEGRITY - CONTRACT AWARD - Within the past five (5) years, has Contractor, an affiliate, or any predecessor company or entity:	
16.1	Defaulted on or been suspended, cancelled or terminated for cause on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16.2	Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16.3	Entered into a formal monitoring agreement, consent decree or stipulated settlement as specified by, or agreed to with, any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16.4	Failed to complete a construction project due to financial difficulty?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16.5	Had its surety called upon to complete any contract whether government or private sector?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16.6	Has any officer or principal of submitting Contractor ever been an officer or principal of another organization when it failed to complete a construction contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>
16.7	Portered all or part of a standby letter of credit in connection with any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
17.	CERTIFICATIONS/LICENSES - Within the past five (5) years, has Contractor, an affiliate, or any predecessor company or entity:	
17.1	Had a revocation or suspension of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
17.2	Had a denial, decertification, revocation or forfeiture of Michigan certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise or a federal certification of Disadvantaged Business Enterprise status, for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to Contractor, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with the numbered responses. As part of your response, provide details, including the basis for any such finding and the general substance of any basis upon which you assert the finding was erroneous. If you do not know the basis, you may simply state "unknown".		

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OAKLAND COUNTY WATER RESOURCES COMMISSIONER

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EXPERIENCE AND QUALIFICATION STATEMENT

20.	FALSE CLAIMS	
<p>Has Contractor, an affiliate, or any predecessor company or entity been found to have submitted false claims to any governmental agency by any court of the United States or any State Court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If the answer to any of the questions below is yes, please attach details.)</p>		
<p>For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to Contractor, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with the numbered responses. As part of your response, provide details, including the basis for any such finding and the general substance of any basis upon which you assert the finding was erroneous. If you do not know the basis, you may simply state "unknown".</p>		
<p>Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.</p>		
<p> </p> <p> </p> <p> </p> <p> </p> <p> </p> <p> </p> <p> </p>		
21.	LEADERSHIP INTEGRITY	
<p>If Contractor is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section. Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of Contractor, an affiliate, a related or any predecessor company or entity with any government entity been:</p>		
21.1	Sanctioned relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
21.2	Suspended, debarred or disqualified from any government contracting process?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
21.3	The subject of or involved in a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
21.4	Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: (1) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or (2) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>For each "Yes" provide an explanation of the issue(s), the individual involved, the relationship to Contractor, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with the numbered responses.</p>		
<p> </p> <p> </p> <p> </p> <p> </p> <p> </p> <p> </p> <p> </p>		

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22	FINANCIAL AND ORGANIZATIONAL CAPACITY	
22.1	Within the past five (5) years, has Contractor or any affiliate received any formal unsatisfactory performance assessment(s) from any government entity on any contract? If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to Contractor, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with the numbered responses.	<input type="checkbox"/> Yes <input type="checkbox"/> No
22.2	Within the past five (5) years, has Contractor or any affiliate had any liquidated damages assessed over \$25,000? If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to Contractor, relevant dates, the owner contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	<input type="checkbox"/> Yes <input type="checkbox"/> No
22.3	Within the past five (5) years, has Contractor or any affiliate had any liens, claims or judgments over \$25,000 filed against Contractor which remain undischarged or were unsatisfied for more than 60 days? (Note: Including but not limited to tax warrants or liens. Do not include UCC filings.) If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to Contractor, relevant dates, the Lien Holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with the numbered responses.	<input type="checkbox"/> Yes <input type="checkbox"/> No
22.4	In the last seven (7) years, has the Contractor or any affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending? If "Yes," provide the Business Entity involved, the relationship to Contractor, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with the numbered responses.	

23.

FINANCIAL STATEMENT:

A financial statement reflecting the condition of the business as of the last day of the operating year shall be furnished. This statement shall be prepared and signed by an authorized person having full knowledge of the financial condition. Any statement reflecting the financial condition as of a date 12 months or more prior to the bid submission shall be supplemented by a later interim statement. Particular attention is directed to the additional explanatory detail required for those items marked with an asterisk. The forms herein shall be used unless an independent certified public accountant's signed statement is submitted showing substantially the same information.

**Certification of Person Who Prepared Financial Statement
on the Forms Herein**

I, _____, being the _____

(Title & Capacity)

having full knowledge of the books and accounts of the party first named herein, do hereby certify that the financial statement as shown on the following sheets and any indicated attachments, fairly and truly sets forth the financial condition of the party first named herein, at the close of business on _____ (Date) that being the last day of the operating year.

A Supplemental Interim Statement, as of _____ (Date), is also submitted since the above referenced statement is 12 months or more prior to the bid submission.

Date Certified _____ Signed: _____

Financial Statement by Certified Public Accountant

In lieu of furnishing the financial statement on the forms herein, submitted herewith as part of this Questionnaire is a Certified Public Accountant's signed statement of the financial condition of the party first named herein, prepared by BOLOVEN TIAN & ASSOC. P.C. (CPA), at the close of business on: DEC. 31, 2020 (Date) that being the last day of the operating year.

A Supplemental Interim Statement, prepared by the above, as of OCT 31, 21 (Date) is also submitted since the above referenced statement is 12 months or more prior to the bid submission.

Additional explanatory information may be obtained directly from:

Name: S. TED BOLOVEN CPA

Address: 44315 PLYMOUTH OAKS BLVD
PLYMOUTH MI 48170

Telephone Number: 734-453-9985

Email: STED@CPASTA.COM

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OAKLAND COUNTY WATER RESOURCES COMMISSIONER

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EXPERIENCE AND QUALIFICATION STATEMENT

See Attached

21.	FINANCIAL STATEMENT	Name:	
		Condition as of close of business (Date):	
		ASSETS	
1. Cash	In Bank *	13. Accounts Payable	LIABILITIES
	On Hand		Accrued Payrolls
	Certified Bid Checks		To Subcontractors
2. Accounts Receivable	Completed Contracts	14. Notes Payable Within 12 Months	Other
	Earned Estimates - Net		Past Due *
	Retained Percentages		To Banks - Regular
	Other Current		For Materials
3. Notes & Interest Receivable	Within 90 days	15. Taxes	For Equipment
	After 90 days		Other *
	Past Due *		Inc-Fed-City-Etc.
4. Stocks & Bonds, Etc.	Listed-Market Value	16. Loans Due Within 12 Months	Real & Personal Property
	Unlisted-Present Value		Other *
5. Material in Stock	For Current Work	17. Other-Within 12 Months	Officers - Partners
	Other Uses *		Others *
6. Other Current Assets		18. Total Current Liabilities Total Current Liabilities	
7. Total Current Assets		19. Due on Equipment - After 12 Months	
8. Equipment (Book Value)		20. Due on Real Estate - After 12 Months	
9. Furniture & Fixtures		21. Other Long Term	
10. Real Estate	For Business Use	22. Reserve	
	For Investment		
	Personal-Homestead		
11. Other Assets		23. Paid-in Capital Stock	Common
12. TOTAL ASSETS			Preferred
Line of Credit Established		24. Surplus or Net Worth	
Amount		25. TOTAL LIABILITIES	
Bank - Name and Address		Contingent Liabilities	
Security Required by Bank		Notes Rec. discounted or sold	
		Accounts Rec. pledged or sold	
		As bondsmen	
		As guarantee on contracts, etc	
		Other	
		Total Contingent Liabilities	

* Additional explanatory detail for each starred item must be given on following pages

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

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See Attached

ADDITIONAL EXPLANATORY DETAIL OF FINANCIAL STATEMENT
 (Starred * Items on Sheet)

1.	Cash in Banks				Total \$	
	Name of Bank	Location		Deposit in Name of	Amount	
2.	Accounts Receivable - Past Due				Total \$	
	Receivable from - Name and Address			For What:	When Due	Amount
Reason for Delay and When Payment Expected						
5.	Materials in Stock - Other Uses				Total \$	
	Material	Quantity	Amount	Material	Quantity	Amount
6.	Other Current Assets				Total \$	
	Description		Amount	Description		Amount
11.	Other Assets				Total \$	
	Description		Amount	Description		Amount
13.	Accounts Payable - Past Due				Total \$	
	Payable To - Name and Address		For What	When Due	Amount	
14.	Notes Payable Within 12 Months				Total \$	
	Payable To - Name and Address		What Security	When Due	Amount	
15.	Taxes - Other				Total \$	
	Nature	When Due	Amount	Nature	When Due	Amount

REQUIREMENTS FOR SIGNING STATEMENT

The statement shall be signed below in accordance with the following requirements applicable to the legal status of the party first named herein.

- A. Individual – the signature of the individual
- B. Individual Doing Business Under Assumed Name – the assumed name to be stated, followed by the signature of the individual.
- C. Partnership – the company name to be stated, followed by the signature of at least one of the partners.
- D. Corporation – the full corporate name to be stated, followed by the signature and title of corporate officer authorized and qualified to sign for the corporation, and the corporate seal affixed.

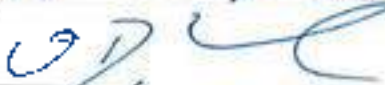
CERTIFICATION

The undersigned hereby certifies: That the foregoing is a true statement of experience, qualifications and financial condition as to this date of the party first named herein, and is submitted to the Oakland County Water Resources Commissioner to aid the Water Resources Commissioner in determining the qualifications and responsibility of the party first named herein to be awarded a contract, and that any surety, company, vendor, or other parties named herein are hereby authorized to directly furnish the Oakland County Water Resources Commissioner with any additional information as may be deemed necessary by him to verify or clarify any statement made herein.

Company/Corporate/Assumed Name:

D'Amelio Brothers

Signature:



Printed Name:

Vincent D'Amelio

Title:

Principal

Corporate Seal:

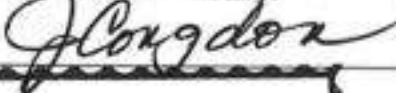


State of:

County of:

Subscribed and Sworn Before Me This Date:

Printed Name of Notary:



Notary Seal and Signature:



J. CONGDON
Notary Public - State of Michigan
County of Wayne
My Commission Expires Jan 19, 2028
Acting in the County of Oakland

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER



Item #3: Preliminary Project Schedule.

D'Angelo Brothers plans to complete {10} Lead Line Verifications per day, given any unforeseens.

2022: 531 Services to be Verified by: 12/1/22

Starting July 11th Review schedule, Contract documents & submittals with WRC/HRC.

July 11th- July 29: 15 Working Days = 150 Verifications to be completed

August: 1st- September 2nd: 25 Working Days= 250 Verifications to be completed

September 12th -30th : 15 Working Days= 150 Verifications to be completed

Restoration will be following every 2 weeks.



#7. Schedule A. Work Completed in the past 5 years similar type and comparable size.

#1: Oakland County WRC Lead Water Line Replacements: 2019-2021

City of Pontiac, Royal Oak Township, & Farmington Hills

D'Angelo Brothers has completed approximately 400+ lead service line replacements & Verifications of Water Lines

#2: Southeastern Oakland County Water Authority (Owner). HRC Engineer. 2021-On Going

In year 2021 approximately 575 Lead water service replacements were completed in Royal Oak, Ferndale, Birmingham, Berkley, Pleasant Ridge, and Lathrup Village. In addition, lead water line verifications were completed. In addition to replacements D'Angelo Brothers completes verifications for these municipalities / SOCWA

#3: Oak Park Service Line Replacement Program Completed 2020:

Completion of 107 Lead Water Service Replacements & Verifications

#4-#6: 2020-2021 an additional 250 lead water lines were completed throughout multiple municipalities and private contractors where D'Angelo Brothers was a sub-contractor to install/remove lead water line. Additional cities include Livonia, City of Farmington, Milford, City of Northville, Detroit & Highland Park, Bloomfield Township.

-All restoration is and was completed by D'Angelo Brothers

-Lead water line verifications were completed

-On occasions and particular projects D'Angelo Brothers coordinated all scheduled with homeowners for their lead water line replacements

Contacts of Additional Municipalities where lead services, restoration and verifications have been completed in the last year.

City of Livonia: Jacob Rushlow (734)466-2606

Bloomfield Township: Noah Mehalski (248)433-7728

City of Farmington: Chuck Eudy (248)473-7250

Village of Milford: Mike Karll (248)396-2315

City of Northville: Mike Domine (248)421-8912

Highland Park: Ashwin Tapase: (313)410-9384



#8. Schedule B. Present Work.

D'Angelo Brothers currently is only working with our SOCWA Contract to complete lead water service replacements. This includes an approximate 400 services throughout the year 2022. One crew will be occupied with this portion of work.

Pontiac & Royal Oak Twp DWRf project. Both are 3 year project in replacing lead water lines.



#9 Experience of Principals/Key Personnel:

Rob D'Angelo has played a very active and important role in D'Angelo Brothers Inc. Since an early age Rob has been employed and been present on all day-to-day activities including today (50 Years). Rob has acted in every position and role there is to be had in the company, from running equipment, water services, taps, estimating, contracts and every other aspect that goes along with being an active working owner.

Vincent D'Angelo has also been active with the company since a young age. Starting out as a laborer and operator. After Construction Management School at Michigan State University he set to learn the ways of being an estimator & superintendent for large scale commercial, municipal, and medical buildings at DeMarla Building Company. After his career at DeMarla Building, Vince started a Manhole Rehabilitation division which then lead into working hand and hand with every aspect and role of every position of D'Angelo Brothers in the field/office. Started out with being a laborer, equipment operator, superintendent, estimator, and project manager. Being an active role in all areas of our company gives the ability to understand and visualize all aspects of our aging infrastructure. Vincent still plays an active role in all listed job duties.

In addition, this time gave Vincent the skill set to not only complete the physical aspect, but to be able to accurately explain and describe our specialty line of work when either working on estimates or discussions with Municipalities & Engineers. In addition, Vincent has made it a priority to add hydro excavation to their business. With the growing demand for these services it is only a must that we offer those services.

D'Angelo Brothers Inc was originally founded on the installment of Water Taps and Services throughout Oakland County. Today our company still continuously installs new services and taps throughout all Metro Detroit. Since D'Angelo Brothers specialized in the installment process since 1955, Vincent only saw fit the challenge to focus the past 5 years on researching, studying, traveling, and developing all means, methods, and options there are in replacing lead water services. D'Angelo Brothers is continuously working hand and hand with clients & engineers to teach the learnings we have discovered in the lead water service line of work due to the wide range of different logistics and varying site situations where we perform replacements. Currently Vincent plays an active role in managing the crew's daily performance and tasks. All municipal correspondence, and requests go through Vincent and then accurately passed to the appropriate crew leaders. Currently most of his time is directed towards focusing on both the constructability and logistics of lead water services, striving to make the process as smooth and clean as possible and fill in where needed. Vincent has developed and worked with all means, methods, & operations towards lead water services in the last 5 years.

Our company has invested largely into specialty equipment such as 4 directional drills, excavator mounted cable pipe pulling machine, large and small dump trucks, excavators, skid steers, and road cutting saws to solely address and complete all types of lead water line replacement situations in which older cities may present. Our company has 4 different crews at all times that can handle lead water line replacements. In addition, all crews have experienced personnel that have worked in all cities in Oakland County.

We also understand restoration is a large factor to lead water service projects, in which why we complete all concrete, and asphalt in house with all our own resources and staff. Restoration is the final step to ensuring the residents and municipalities have a finished product that is a solid representation of a successful lead program.



#12 Supervision:

Additional Supervision/Superintendence:

Dan MagDich

Employed 35 Years
30 Years in this capacity
50 Years Old

Key Roles: Oversees tapping operations, runs 1 full water service / lead crew. Holds Project Manager & scheduling position.

Brandon Willer:

Employed 3 years
3 Years at this capacity
35 Years Old

Key Roles: Oversees all scheduling, plumbing, and any specialty coordination between municipalities and crews.

Chris Berry:

Employed 2 years
2 Years at this capacity
39 Years Old

Key Roles: Oversees all drilling operations, and a project manager on large lead service projects & verifications. Coordinates Hydro Excavation Work and Projects.

D'Angelo Bros., Inc.

FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

**For the Year Ended
December 31, 2020**

Boloven, Tiano & Associates, P.C.

Certified Public Accountants
44315 Plymouth Oaks Boulevard
Plymouth, Michigan 48170
(734) 453-8985 (734) 453-9987

Steven Boloven, C.P.A.

France Tiano, C.P.A.

Independent Accountant's Review Report

To the Board of Directors
D'Angelo Bros., Inc.
Farmington Hills, Michigan

We have reviewed the accompanying financial statements of D'Angelo Bros., Inc. (a corporation), which comprise the balance sheet as of December 31, 2020, and the related statements of income and retained earnings and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

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

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Based on our review, with the exception of the matter described in the following paragraph, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Accounting principles generally accepted in the United States of America require that fixed assets be depreciated over their estimated useful lives. The Company has computed depreciation on several fixed assets in accordance with the Modified Accelerated Cost Recovery System required for federal income tax purposes, which does not allocate depreciation to expense over the estimated useful lives of the assets. The effects of this departure from accounting principles generally accepted in the United States of America on financial position and results of operations have not been determined.

The accompanying supplementary information included in the Schedule of Costs of Revenues Earned and the Schedule of General and Administrative Expenses is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modification that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

Boloven, Tiano & Associates, P.C.

Plymouth, Michigan

January 21, 2021

D'ANGELO BROS., INC.**Balance Sheet****December 31, 2020****ASSETS****Current Assets**

Cash and equivalents	\$ 611,365
Contracts receivable	2,231,765
Refundable PPP loan payment	10,065
Loan receivable - Officer	50,000
Loan receivable - other	8,400

Total Current Assets 2,911,595

Property and Equipment

Construction equipment	3,183,058
Transportation equipment	1,400,245
Office furniture and equipment	22,601
Leasehold improvements	247,353
	<u>4,853,257</u>
Less accumulated depreciation	<u>4,710,513</u>

Property and Equipment, net 142,744

Total Assets \$ 3,054,339

LIABILITIES AND STOCKHOLDER'S EQUITY

Current Liabilities	
Accounts payable	\$ 110,485
Accrued profit sharing	<u>200,844</u>
Total Current Liabilities	311,329
 Long Term Liabilities	
SBA loan payable	<u>149,900</u>
Total Liabilities	461,229
 Stockholder's Equity	
Common stock, \$1 par value authorized 50,000 shares issued and outstanding 3,000 shares	3,000
Retained earnings	<u>2,590,110</u>
Total Equity	<u>2,593,110</u>
 Total Liabilities and Stockholder's Equity	\$ <u>3,054,339</u>

See Accompanying Notes and Independent Accountant's Review Report.

D'ANGELO BROS., INC.
Statement of Income and Retained Earnings
For the Year Ended December 31, 2020

Contract Revenues Earned	\$ 17,348,532
Cost of Contract Revenues Earned	<u>11,503,423</u>
Gross Profit	5,845,109
General and Administrative Expenses	<u>1,402,992</u>
Income from Operations	4,442,117
Other Income (Expense)	
PPP loan forgiven and EIDL Grant	577,700
Other income	575
Interest expense	<u>(6,211)</u>
Other Expense, net	<u>572,064</u>
Net Income	5,014,181
Retained earnings, beginning of year	1,029,116
Shareholder Distributions	<u>(3,453,187)</u>
Retained earnings, December 31, 2020	\$ <u>2,590,110</u>

See Accompanying Notes and Independent Accountant's Review Report.

D'ANGELO BROS., INC.
Statement of Cash Flows
For the Year Ended December 31, 2020

Cash Flows from Operating Activities		
Net Income		\$ 5,014,181
Adjustment to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	\$ 1,230,089	
(Increase) or Decrease in current assets and liabilities:		
(Increase) Decrease in accounts and retainers receivable	(1,402,827)	
(Increase) Decrease in other receivables	(18,079)	
(Increase) Decrease in other assets	5,000	
Increase (Decrease) in accounts payable	110,485	
Increase (Decrease) in accrued profit sharing	34,378	
Total adjustments		(40,954)
Net Cash Provided by Operating Activities		<u>4,973,227</u>
Cash Flows from Investing Activities		
Purchase of fixed assets	(1,151,508)	
Net Cash Used in Investing Activities		<u>(1,151,508)</u>
Cash Flows from Financing Activities		
Shareholder distributions	(3,453,187)	
Net repayments to line of credit	(500,000)	
Loan from SBA	149,900	
Loans repayment from shareholders	456,832	
Loan repayment from related party	40,685	
Net Cash Used in Financing Activities		<u>(3,405,779)</u>
Net Increase in Cash		415,949
Cash, Beginning of Year		<u>195,415</u>
Cash, End of Year		\$ <u>611,365</u>
Supplemental Disclosures of Cash Flow Information		
Cash paid during the year for interest		\$ <u>6,211</u>
Supplemental Disclosures of Noncash Investing and Financing Activities		
Construction equipment purchased by installment loans		\$ <u>0</u>

See Accompanying Notes and Independent Accountant's Review Report.

D'ANGELO BROS., INC.
Notes to Financial Statements
December 31, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of D'Angelo Bros., Inc. (The Company) is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management who is responsible for their integrity and objectivity. Taxes accounting policies conforms with accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the financial statements.

Nature of Business

D'Angelo Bros., Inc. is a Michigan corporation. The Company's primary operations is providing underground watermain and water tap services for local municipalities and other customers in Michigan.

Income Tax Status

The Company, with the consent of its shareholders, has elected under the Internal Revenue Code to be an S Corporation as of May 25, 2009. In lieu of corporation income taxes, the shareholders of an S Corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for Federal income tax has been included in the financial statements.

Various tax returns filed by the Company remain subject to possible examination by taxing authorities and remain subject to possible adjustment for a period of three years. The Company annually evaluates the various tax positions to determine the need for recognition of a liability based on the potential uncertainty of those positions.

Cash and Cash Equivalents

For purposes of reporting cash flows, the Company considers all highly liquid debt investments purchased with a maturity of three months or less at acquisition to be cash equivalents. The Company has interest bearing deposits in financial institutions that maintain FDIC insurance in full for all accounts and limited coverage up to \$250,000 per institution. The portion of the deposits in excess of this amount is not subject to such insurance and represents a credit risk to the Company. At times balances held at each financial institution may exceed \$250,000, which represents a credit risk to the Company. At December 31, 2020, there was uninsured deposits of \$730,121.

Contracts Receivable

Contracts receivable from construction are based on amounts billed to customers. The Company provides an allowance for doubtful collections which is based upon a review of outstanding receivables, historical collection information, and existing economic conditions. Normal contracts are due 30 days after issuance of the invoice. Contract retainages are usually due 30 days after completion of the project and acceptance by the owner. Contracts receivable past due more than 60 days are considered delinquent. Delinquent contracts receivable are written off based on individual credit evaluation and specific circumstances of the customer. As of December 31, 2020 there were no trade contract receivables are over 90 days old.

Revenue from Contracts with Customers (FASB ASC 606) and Cost Recognition

The Company operates as a construction contractor in Michigan. The Company is involved in water and sewer restoration services for commercial and residential customers. The work is performed under a time and materials contract and the length of the contracts vary but are typically 3 to 5 years. Revenues are principally from these time and material construction contracts and are recognized as work is completed. This method of revenue recognition is used because management considers expended costs to be the best available measure of progress on the contracts.

See Independent Accountant's Review Report.

D'ANGELO BROS., INC.
Notes to Financial Statements, continued
December 31, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

Revenue from Contracts with Customers (FASB ASC 606) and Cost Recognition, continued

Receivables from customers are included in current assets on the balance sheet as contract receivables. Changes to the receivable primarily relate to either party's performance under the contract. A majority of the Company's contracts have payment terms in the month of service, or within a few months thereafter. Contract costs incurred to date include all direct material, labor, subcontract costs and equipment rental, and other costs related to contract performance. Selling, general and administrative costs are charged to expense as incurred.

Since all the company's revenues are derived from similar customers, and time and material construction contracts, there is no disaggregation between major service line, type of customer or timing of revenue recognition. All revenue from services are recognized as services are transferred to customers over time. There is no qualitative information about how economic factors could affect the nature, amount, timing and uncertainty of revenue and cash flows, as there are no current economic conditions that could negatively impact the productivity of the Company.

Property and Equipment

Property and equipment are stated at cost. Major renovations and improvements, which extend the life of the assets, are capitalized. Expenditures for replacements, maintenance and repairs which do not improve or extend the useful life are charged to expense as incurred. When items are disposed of, the cost and accumulated depreciation are eliminated from the accounts and any gain or loss is included in the results of operations.

Depreciation

Depreciation of fixed assets is provided by charges to earnings using primarily straight-line and accelerated depreciation methods over the estimated useful lives of five to forty years. Accelerated depreciation methods provide a larger expense in the early years of the useful life of the assets than does the straight-line method. Depreciation expense charged to operations was \$1,230,089 for the year ended December 31, 2020.

Variable Interest Entity

Generally accepted accounting principles require that a company that holds variable interests in an entity consolidate the entity if the company's interest in the variable interest entity (VIE) is such that the company will absorb a majority of the VIE's expected losses and/or receive a majority of the VIE's expected residual returns, if they occur. In such cases, the company is the primary beneficiary of VIE. D'Angelo Bros., Inc. is the primary beneficiary of D'Angelo Properties, LLC, but the financial data of this entity is not consolidated into these financial statements and the required disclosures are omitted. The omission of these disclosures and this form of accounting are departures from generally accepted accounting principles. The effects of these departures on the financial statements have not been determined.

NOTE 2 LINE OF CREDIT

The Company has a line of credit arrangement with First State Bank in the amount of \$1,000,000. Interest is payable at the bank's prime rate (currently 4.75%). The line of credit matures in September, 2026, is payable on demand, and is secured by all the Company's assets. There was no balance on the line of credit as of December 31, 2020.

D'ANGELO BROS., INC.
Notes to Financial Statements, continued
December 31, 2020

NOTE 3 - RELATED PARTY TRANSACTIONS

The Company operates from a leased facility owned 100% by the 51% shareholder in the form of a limited liability company. Rent paid to the shareholder in this regard was \$221,410 for the year ended December 31, 2020.

NOTE 4 - PROFIT SHARING PLAN

The Company maintains a profit sharing plan covering all eligible employees. The amount of the contributions is determined annually by the Officers and Stockholders. Amounts are paid to the Trustees no later than the due date of the corporate tax returns including extensions. The Company made a contribution to the plan for the year 2020 in the amount of \$200,844.

NOTE 5 - COMMITMENTS AND CONTINGENCIES

The Company, as conditions for entering into certain construction contracts, purchased surety bonds. The bonds are guaranteed by contracts receivable of the Company.

The Company is subject to various claims and legal proceedings covering a wide range of matters that arise in the ordinary course of its business activities. Management believes that any liability that may ultimately result from the resolution of these matters will not have a material effect on the financial condition or results of operations of the Company.

The Company is contingently liable to a surety company under a general indemnity agreement. The Company agrees to indemnify the surety for any payments made on contracts of suretyship, guarantee, or indemnity. The Company believes that all contingent liabilities will be satisfied by their performance on the specified bonded contracts.

NOTE 6 - RISKS AND UNCERTAINTIES AND PAYCHECK PROTECTION PROGRAM (PPP) LOAN

During March 2020 the World Health Organization declared the outbreak of a novel coronavirus ("COVID-19") as a pandemic, which continues to spread throughout the United States. The extent of COVID-19's effect on the Company's operational and financial performance will depend on future developments, including the duration, spread and intensity of the pandemic, all of which are uncertain and difficult to predict considering the rapidly evolving landscape. As a result, it is not currently possible to ascertain the overall impact of COVID-19 on the Company's business. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

D'ANGELO BROS., INC.
Notes to Financial Statements, continued
December 31, 2020

NOTE 5 - RISKS AND UNCERTAINTIES AND PAYCHECK PROTECTION PROGRAM (PPP) LOAN,
continued

The Company received loan proceeds in the amount of \$567,700 from Small Business Administration under the Paycheck Protection Program ("PPP") during the current fiscal year. The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act"), provides for loans to qualifying businesses for amounts up to 2.5 times the average monthly payroll expenses of the qualifying business. Funds from the Loan may only be used for payroll costs, costs used to continue group health care benefits, mortgage payments, rent, utilities, and interest on other debt obligations incurred before February 20, 2020. The Company used the entire Loan amount for qualifying expenses. The Company received forgiveness of the entire PPP loan in December, 2020 from the SBA. The amount of PPP loan forgiven is included as other income on the financial statements.

The Company also applied under the SBA for the Disaster Relief Program in June, 2020. The Company received a \$10,000 grant under this program and received an SBA loan for \$149,900. This loan is payable over 30 years at 3.75%, secured by the Company assets. Interest and principal payments are deferred for 1 year.

D'ANGELO BROS., INC.
Schedule of Cost of Contract Revenues Earned
For the Year Ended December 31, 2020

Materials	\$ 4,168,071
Direct labor	3,045,668
Subcontractors	1,433,504
Equipment rental and lease	513,382
Payroll taxes	449,414
Other Job Related Costs	19,763
Job Permit	2,585
Small equipment	46,982
Depreciation	1,230,089
Repairs and maintenance	150,010
Insurance	156,620
Health Insurance	287,338
	<hr/>
Total Cost of Sales	\$ 11,503,425

See Independent Accountant's Review Report.

D'ANGELO BROS., INC.
Schedule of General and Administrative Expenses
For the Year Ended December 31, 2020

Officer wages	\$ 314,400
Advertising	3,382
Alarm expense	9,285
Auto and truck expenses	164,540
Bank charges	146
Computer and internet expense	4,329
Donations	15,447
Dues and subscriptions	25,430
Employee benefits	27,926
Gifts	10,798
Internet expense	1,717
Insurance	64,121
Property taxes	39,951
Licenses and fees	81,420
Meals and entertainment	23,991
Office supplies	31,759
Payroll processing fees	4,159
Postage and miscellaneous	4,532
Professional fees	94,602
Profit sharing	200,844
Rent	239,410
Safety and education	17,229
Utilities	8,266
Telephone	7,236
Uniforms	8,072
	<hr/>
Total General and Administrative	\$ 1,402,992

See Independent Accountant's Review Report.

D'Angelo Bros., Inc.

FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

**For the Ten Months Ended
October 31, 2021**

Boloven, Tiano & Associates, P.C.

Certified Public Accountants
44315 Plymouth Oaks Boulevard
Plymouth, Michigan 48170
(734) 451-9285 • Fax (734) 451-9987

S. Ted Boloven, CPA

Patricia Tiano, CPA

To the Board of Directors
D'Angelo Bros., Inc.
Farmington Hills, Michigan

Management is responsible for the accompanying financial statements of D'Angelo Bros., Inc. (an S corporation), which comprise the balance sheet as of October 31, 2021, and the related statement of income and retained earnings for the ten months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

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, the financial statements are not designed of those who are not informed about such matters.

The supplementary information contained in the Schedule of Cost of Contract Revenues Earned and General and Administrative Expenses are presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the representation of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such information.

BOLOVEN, TIANO & ASSOCIATES, P.C.
Plymouth, Michigan
December 10, 2021

D'ANGELO BROS., INC.

Balance Sheet

October 31, 2021

ASSETS

Current Assets

Cash and equivalents	\$ 761,055
Contracts receivable	1,314,972
Prepaid vehicle lease	59,019
Loan receivable - other	<u>1,620,744</u>

Total Current Assets 3,755,790

Property and Equipment

Construction equipment	3,524,393
Transportation equipment	1,881,884
Office furniture and equipment	72,731
Leasehold improvements	<u>247,353</u>
	5,726,361
Less accumulated depreciation and amortization	<u>5,437,533</u>

Property and Equipment, net 288,828

Total Assets \$ 4,044,618

LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities

Credit card payable	\$ 2,792
Accrued rent	<u>56,000</u>

Total Current Liabilities 58,792

Long Term Liabilities

SBA loan payable	<u>149,900</u>
------------------	----------------

Total Liabilities 208,692

Stockholders' Equity

Common stock, \$1 par value authorized 50,000 shares issued and outstanding 3,000 shares	3,000
Retained earnings	<u>3,832,926</u>

Total Equity 3,835,926

Total Liabilities and Stockholders' Equity \$ 4,044,618

See Accountants' Compilation Report.

D'ANGELO BROS., INC.
Statement of Income and Retained Earnings
For the Ten Months Ended October 31, 2021

Contract Revenues Earned	\$ 15,818,197
Cost of Contract Revenues Earned	<u>10,400,294</u>
Gross Profit	5,417,903
General and Administrative Expenses	<u>891,146</u>
Income from Operations	4,526,757
Other Income (Expense)	
Interest income	17
Other income	1,319
Interest expense	<u>(4,518)</u>
Other Expense, net	<u>(3,182)</u>
Net Income	4,523,575
Retained earnings, beginning of year	2,590,110
Shareholder Distributions	<u>(3,280,759)</u>
Retained earnings, October 31, 2021	<u>\$ 3,832,926</u>

See Accountants' Compilation Report.

D'ANGELO BROS., INC.
Schedule of Cost of Contract Revenues Earned
For the Ten Months Ended October 31, 2021

Materials	\$ 3,612,414
Direct labor	3,315,556
Subcontractors	1,158,837
Equipment rental and lease	137,668
Licenses and fees	122,509
Payroll taxes	250,050
Small equipment and supplies	46,442
Depreciation	682,340
Auto and truck expenses	174,905
Fuel and oil	222,717
Repairs and maintenance	242,099
Insurance	191,059
Health Insurance	243,698
	<hr/>
Total Cost of Sales	\$ 10,400,294

See Accountants' Compilation Report.

D'ANGELO BROS., INC.
Schedule of General and Administrative Expenses
For the Ten Months Ended October 31, 2021

Officer wages	\$ 248,900
Advertising	17,957
Alarm expense	1,314
Amortization	44,680
Bank charges	170
Computer and internet expense	10,376
Donations	27,937
Dues and subscriptions	22,676
Promotional	5,562
Gifts	27,100
Internet expense	1,549
Payroll taxes	62,512
Medical	5,269
Meals and entertainment	40,581
Meetings and seminars	7,745
Office supplies	12,706
Payroll processing fees	4,452
Postage and miscellaneous	1,021
Professional fees	66,879
Penalties and late fees	194
Rent	150,300
RS employer match	1,515
Utilities	13,546
Building repairs	288
Property and other taxes	61,770
Miscellaneous	4,786
Telephone	9,784
Travel and lodging	13,681
Safety and uniforms	25,696
Total General and Administrative	\$ 891,146

See Accountants' Compilation Report.

**PROPOSAL FOR THE CONSTRUCTION OF
OAKLAND COUNTY AS-NEEDED
WATER SERVICE LINE MATERIAL VERIFICATION PROGRAM**

NAME OF BIDDER: D'Angelo Brothers Inc.CONTACT NAME: Vince D'AngeloADDRESS: PO Box 521330 Livonia MI 48153DATE: 6/1/22 TELEPHONE NO. (248) 515-1942CONTACT NAME EMAIL: Vince@DAngelo-BROTHERS.com

TO: Oakland County Water Resource Commission (WRC)
Building 95 West - One Public Works Drive
Waterford, Michigan 48328-1907

The undersigned, as Bidder, hereby declares this bid is made in good faith without fraud or collusion with any persons bidding or proposing to supply materials or labor, and that it has examined the Contract Documents including but not limited to the Agreement, Contract Drawings, Advertisement, Information for Bidders, Proposal, Specifications, General Conditions, and the Supplementary Conditions and has also examined the soil boring logs, and other geotechnical information referenced in the Information For Bidders, and is familiar with the location of the work described herein and is fully informed as to the nature of the work and the conditions relating to its performance.

The Bidder acknowledges that it has not received or relied upon any representations or warranties of any nature whatsoever from the Office of the Oakland County Water Resources Commissioner and/or the Drainage District, its agents, representatives, or employees, as to any conditions to be encountered in accomplishing the work specifically, but not exclusively, including underground conditions, and that its bid is based solely upon the Bidder's own independent judgment.

The following documents shall be submitted with the Bid:

Item Number	Description
1.	Proposal, completed and signed acknowledging all addenda
2.	Proposal Guarantee/Bid bond (5%)
3.	Work to be performed by the Prime Contractor (Section 00305)
4.	List of Subcontractors (Section 00305)
5.	Preliminary Schedule (Section 305) based on the Time noted in the Agreement and an anticipated Notice to Proceed date of June 6, 2022
6.	Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form
7.	Completed Form DC-118 Experience and Qualification Statement
8.	Signed Vendor Certification that it is not an "Iran Linked Business"

**JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

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The Bidder hereby certifies that it has examined the Drawings, Specifications, Geotechnical Data, and other data provided by the Owner for bidding purposes. Further, the undersigned certifies that it has reviewed the proposed construction methods and finds them compatible with the conditions, which it anticipates from the above listed information, provided for bidding. The Bidder shall complete the work under any job or field condition which was present and/or ascertainable prior to bidding. In addition, it shall also complete the work under whatever conditions it may create by its own sequence of construction, construction methods, or other conditions it may create, at no additional cost to the Owner.

The Bidder declares that it has familiarized itself with the location of the proposed work and the conditions under which it must be constructed; also, that it has carefully examined the Drawings, Specifications and Contract Documents which it understands and accepts as sufficient for the purpose, and agrees that it will contract with the Oakland County Water Resources Commissioner to furnish all labor, material, tools and equipment necessary to do all the work specified and prescribed for the completion of the above mentioned Contract for the following named unit prices:

BID SHEET

BASE CONTRACT

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Service Line Material Verification, Curb Stop	531	Ea	610	323,910
2	Additional Service Line Material Verification, Curb Stop (As Needed)	285	Ea	100	28,500
3	Sewer Cleanout, Repair (As Needed)	53	Ea	1	53
4	1 inch Brass Curb Stop CTS or Flare Copper/CTS or Flare Copper (As Needed)	50	Ea	525	26,250
5	6" Curb Valve Box, including Stainless Steel Rod (As Needed)	50	Ea	400	20,000
6	Driveway and Sidewalk, Rem (As Needed)	200	Syd	1	200
7	Turf Grass Repair - Rough and Finish Grade, apply 3" Topsoil and Sod	1,000	Syd	16	16,000
8	Turf Grass Repair - Rough and Finish Grade, apply 3" Topsoil, Seed and Mulch Blanket	1,000	Syd	14	14,000
9	Irrigation System Repair	25	Ea	1	25
10	Maintenance Aggregate, 21AA (As Needed)	85	Ton	32	2,720
11	Non Reinforced Concrete Driveways and Sidewalks, MDOT P1 (As Needed)	30	Cyd	650	19,500
12	R.O.W Permit Allowance	1	Lsum	\$10,000.00	\$10,000.00

TOTAL BASE CONTRACT BID \$

459,158

Separate unit prices are requested for Owner's that might wish to administer their Service Line Verification Program through the Drinking Water State Revolving Fund (DWSRF) program. There are additional payroll reporting requirements, wage rate minimums and American Iron and Steel provisions to be followed as part of the DWSRF program and therefore, separate unit prices are being sought after in an "ALTERNATE CONTRACT", refer to Section 01220 for further details on the added requirements.

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER
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ALTERNATE CONTRACT (DWSRF ELIGIBLE)

Item No.	Description	Quantity	Unit	Unit Price	Amount
13	Service Line Material Verification, Curb Stop	531	Ea	710	377,010
14	Additional Service Line Material Verification, Curb Stop (As Needed)	265	Ea	250	66,250
15	Sewer Cleanout, Repair (As Needed)	53	Ea	200	10,600
16	1 inch Brass Curb Stop CTS or Flare Copper/CTS or Flare Copper (As Needed)	50	Ea	655	32,750
17	6" Curb Valve Box, Including Stainless Steel Rod (As Needed)	50	Ea	595	29,750
18	Driveway and Sidewalk, Rem (As Needed)	200	Syd	10	2,000
19	Turf Grass Repair - Rough and Finish Grade, apply 3" Topsoil and Sod	1,000	Syd	20	20,000
20	Turf Grass Repair - Rough and Finish Grade, apply 3" Topsoil, Seed and Mulch Blanket	1,000	Syd	18	18,000
21	Irrigation System Repair	25	Ea	100	2,500
22	Maintenance Aggregate, 21AA (As Needed)	85	Ton	38	3,230
23	Non Reinforced Concrete Driveways and Sidewalks, MDOT P1 (As Needed)	30	Cyd	675	20,250
24	R.O.W. Permit Allowance	1	Lsum	\$10,000.00	\$10,000.00

TOTAL ALTERNATE CONTRACT BID \$ 592,340

- ☐ I do not wish to participate in an Oakland County Collaborative Contract with the above unit prices.
(Check box to refuse participation)

Note: 1) Bidders must submit unit prices for all items in both the Base Contract and Alternate Contract to be considered for Award.
2) In case of discrepancy, unit prices shall be used to determine the total amount of the bids

ALTERNATE BID ITEM *

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Service Line Material Verification, Documentation	N/A	Ea	225	225

* This alternate bid item will not be used to calculate the Total Base Bid. The intent of the Alternate Bid Item is to provide participating communities cost information for an alternate way to complete the documentation requirements for water service line material verifications. This bid item may only be used if the contractor is successfully awarded the Base or Alternate Contract. A contractor cannot be awarded only the Alternate Bid Item. In no way does award of the Base Contract or Alternate Contract entitle the contractor to any Alternate Bid Item work. The Work included under the Alternate Bid Item is to be used at the discretion of the Owner. However, the Owner reserves the right to use the unit prices under the Alternative Bid Item as part of the analysis in the review of the bid for the Base Contract or Alternate Contract.

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER
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TAXES

The foregoing unit prices include all applicable Federal, State and Local taxes.

ADDENDA

This Proposal is based on the following Addenda in the table below

Addendum Number	Date Issued
#1	5/17/22
#2	5/26/22

SUBCONTRACTORS AND MAJOR EQUIPMENT MANUFACTURERS/SUPPLIERS

The Bidder agrees, in accordance with the Information For Bidders, that it is concurrently with this bid, furnishing the Owner the required information relative to the qualifications of Bidder and Subcontractors required to be identified pursuant to the Information For Bidders. Bidder also agrees that Bidder will provide all other information as required with this bid and/or within the times specified in the Information For Bidder or other Contract Documents. Bidder acknowledges that this bid may be rejected if Bidder fails to provide any of the required information with this bid and/or within the times outlined in the Information For Bidders or other Contract Documents.

BID GUARANTEE

The Bidder encloses a certified or cashier's check or bid bond in the amount of Five Percent (5%) of the accompanying total bid.

☐ Certified Check
☐ Cashier's Check
☒ Bid Bond

The Bidder hereby declares that this bid was prepared by qualified personnel of its employ who inspected the Plans and Specifications, read and interpreted the Geotechnical Data and other information furnished by the Owner, and developed the Bidder's intended construction methods.

If this Proposal is accepted by the Owner and the undersigned shall fail to contract as aforesaid and to furnish the required surety bonds within ten (10) calendar days of the delivery date of the Notice of Award to the successful Bidder, then the undersigned shall be considered to have abandoned the Contract, and the Certified Check, Cashier's Check or Bid Bond accompanying this Proposal shall be forfeited to the Oakland County Water Resources Commissioner and/or the Drainage District.

If the Bidder enters into the Contract in accordance with this Proposal, or if its Proposal is rejected, then the accompanying bid guarantee shall be returned to the Bidder.

By submission of the Bid, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other Bidder or with any competitor.

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

In submitting this bid it is understood that the right is reserved by the Oakland County Water Resources Commissioner and/or the Drainage District to reject any and all bids, to waive non-material irregularities and/or informalities, and to evaluate the responsiveness and responsibility of each Bidder. The Owner reserves the right to reject any bid submitted by any Bidder that the Owner determines is not a responsive and responsible Bidder based on information supplied by the Bidder or on any other information that the Owner receives or acquires on its own, including the Owner's past experience with the Bidder. The Owner further reserves the right to reject any bid submitted by any bidder, based on the sole preference of the Owner.

The Bidder shall indicate its legal status as provided herein.

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form below and strike out the other three listed below and complete the appropriate Resolution or Certificate.

A Corporation duly organized and doing business under the laws of the State of MI for whom VINCENT D'ANGELO whose signature is affixed to this Proposal, is duly authorized to execute Contracts.

A Limited Liability Company duly organized and doing business under the laws of the State of Michigan for whom _____ whose signature(s) is (are) affixed to this Proposal, is (are) duly authorized to execute Contracts.

A Partnership or Joint Venture, all members of which, with addressees, are:

_____	_____
_____	_____
_____	_____
_____	_____

An Individual, whose signature is affixed to this Proposal.

Signed and Sealed this 1 day of JUNE, 2022.

Authorized Signature of Bidder:

[Signature]

Print Name:

VINCENT D'ANGELO

Title:

Principal

WITNESS By:

VINCENT D'ANGELO _____

A. IF BIDDER IS A CORPORATION, COMPLETE THE FOLLOWING:

RESOLUTION OF THE BOARD OF DIRECTORS
OF D'ANGELO BROTHERS INC

The undersigned, being all of the members of the Board of Directors of D'ANGELO BROTHERS a MI (state) Corporation (the "Corporation") do hereby certify that the following is a true and correct copy of the resolutions duly adopted by the Corporation on the 1 day of JUNE, 2022, that the same have not been modified or rescinded and are in full force and effect and that the resolutions have been adopted in accordance with the laws of the state of incorporation, the Articles of Incorporation and the Bylaws of the Corporation and either no shareholder consent is required or any necessary shareholder consent has been obtained:

RESOLVED, that any one or more of the officers of the Corporation referred to below be and hereby are authorized and empowered on behalf of the Corporation to transact any and all business with the County of Oakland, State of Michigan, acting by and through its statutory agent, the Oakland County Water Resources Commissioner (the "Water Resources Commissioner") and/or the D'ANGELO Bros Drainage District which the Corporation could, in any way, transact and are further authorized to execute, acknowledge and deliver on behalf of the Corporation and in its name to the Water Resources Commissioner.

1. A Proposal and Bid Sheet for construction of all or part of the UNIVERSITY Project in form and content as such officer deems necessary and appropriate and as approved by the Water Resources Commissioner
2. All other agreements, instruments or documents as such officer deems necessary or appropriate in conjunction with the aforementioned project.

RESOLVED FURTHER, that the following are the true and correct names, signatures and titles of the officers of the Corporation referred to above:

NAMES	SIGNATURES	TITLES
<u>Vincent D'Angelo</u>	<u>[Signature]</u>	<u>President</u>
<u>Rob D'Angelo</u>	<u>[Signature]</u>	<u>President</u>

RESOLVED FURTHER, that the acts of said person(s) or any of them, shall at all times be given full faith and credit without the necessity of inquiry by the Water Resources Commissioner as to any of the circumstances attending the same and that the acts and doings of authorized person(s) or any of them in respect to the subject matter hereof are hereby fully ratified, approved, adopted and confirmed, and

RESOLVED FURTHER, that the authorizations herein set forth shall remain in full force and effect until written notice of their modification or discontinuance shall be given to and actually received by the Water Resources Commissioner at its offices.

IN WITNESS WHEREOF, the Board of Directors of D'ANGELO Bros have executed this Resolution as of the 1 day of JUNE, 2022

BOARD OF DIRECTORS

Rob + Vince D'Angelo

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

B. IF BIDDER IS A LIMITED LIABILITY COMPANY, COMPLETE THE FOLLOWING:

RESOLUTION OF MEMBERS
OF _____, L.L.C.

The undersigned, being all of the members of _____, L.L.C. a _____ (state) limited liability company (the "Company") do hereby certify that the following is a true and correct copy of the resolutions duly adopted by the Company on the _____ day of _____, 20____, that the same have not been modified or rescinded and are in full force and effect and that the resolutions have been adopted in accordance with the laws of the state of incorporation, the Articles of Organization and the Operating Agreement and that no further member consent is required or any necessary member consent has been obtained:

RESOLVED, that any one or more of the members of the Company referred to be and hereby are authorized on behalf of the Company to transact any and all business with the County of Oakland, State of Michigan, acting by and through its statutory agent, the Oakland County Water Resources Commissioner (the "Water Resources Commissioner") and/or _____ Drainage District which the Company could, in any way, transact and are further authorized to execute, acknowledge and deliver on behalf of the Company and in its name to the Water Resources Commissioner.

1. A Proposal and Bid Sheet for construction of all or part of the City of Pontiac Water System Lead Service Line Replacement Program Project in form and content as the members deem necessary and appropriate and as approved by the Water Resources Commissioner.

2. All other agreements, instruments or documents as the members deem necessary or appropriate in conjunction with the aforementioned project.

RESOLVED FURTHER, that the acts of said member(s) or any of them, shall at all times be given full faith and credit without the necessity of inquiry by the Water Resources Commissioner as to any of the circumstances attending the same and that the acts and doings of authorized person(s) or any of them in respect to the subject matter hereof are hereby fully ratified, approved, adopted and confirmed; and

RESOLVED FURTHER, that the authorizations herein set forth shall remain in full force and effect until written notice of their modification or discontinuance shall be given to and actually received by the Water Resources Commissioner at its offices.

IN WITNESS WHEREOF, the Members have executed this Resolution of _____, L.L.C. as of the _____ day of _____, 20____.

_____, L.L.C.

A _____ LIMITED LIABILITY COMPANY

MEMBERS:

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

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05/27/2020

C. IF BIDDER IS A LIMITED PARTNERSHIP, COMPLETE THE FOLLOWING:**CERTIFICATE OF GENERAL PARTNER**

_____ being the sole General Partner of _____ Limited Partnership, a _____ limited partnership (the "Partnership") hereby certifies that the following is a true and correct copy of the resolutions duly adopted by the Partnership on the _____ day of _____, 20____, that the same have not, in any way, been modified or rescinded and are in full force and effect and that the resolutions have been adopted in accordance with the laws of the state of formation the Certificate of Limited Partnership and that either no further partner consent is required or any necessary partner consent has been obtained:

RESOLVED, that _____, the sole General Partner, is hereby authorized and empowered on behalf of the Partnership to transact any and all business with Oakland County, acting by and through its statutory agent, the Oakland County Water Resources Commissioner (the "Water Resources Commissioner") and/or _____ Drainage District which Partnership could, in any way, transact and is further authorized to execute, acknowledge and deliver on behalf of the Partnership and in its name to the Water Resources Commissioner.

1. A Proposal and Bid Sheet for construction of all or part of the City of Pontiac Water System Lead Service Line Replacement Program Project in form and content as such General Partner deems necessary and appropriate and as approved by the Water Resources Commissioner.
2. All other agreements, instruments or documents as such General Partner deems necessary or appropriate in conjunction with the aforementioned project.

RESOLVED FURTHER, that the following are the true and correct names of all general and limited partners of the Partnership:

NAMES	PARTNER
_____	General
_____	Limited
_____	Limited

RESOLVED FURTHER, that the acts of General Partner shall at all times be given full faith and credit without the necessity of inquiry by the Water Resources Commissioner as to any of the circumstances attending the same and that the acts and doings of the General Partner in respect to the subject matter hereof are hereby fully ratified, approved, adopted and confirmed; and

RESOLVED FURTHER, that the authorizations herein set forth shall remain in full force and effect until written notice of their modification or discontinuance shall be given to and actually received by the Water Resources Commissioner at its offices.

IN WITNESS WHEREOF, the sole General Partner of _____ Limited Partnership, hereby executes this Certificate of General Partner as of the _____ day of _____, 20____.

GENERAL PARTNER

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

D IF BIDDER IS A PARTNERSHIP OR JOINT VENTURE, COMPLETE THE FOLLOWING:**CERTIFICATE OF PARTNERS**

The undersigned do hereby certify that they are all the partners of _____, a _____ Co-Partnership or Joint Venture ("Partnership"), that the following is a true and correct copy of the resolutions duly adopted by the Partnership on the _____ day of _____, 20____, that the same have not, in any way, been modified or rescinded and are in full force and effect and that the resolutions have been adopted in accordance with the laws of the state of formation the Certificate of Co-Partnership and that either no further partner consent is required or any necessary partner consent has been obtained:

RESOLVED, that the undersigned are hereby authorized and empowered on behalf of the Partnership to transact any and all business with the County of Oakland, State of Michigan, acting by and through its statutory agent, the Oakland County Water Resources Commissioner (the "Water Resources Commissioner") and/or _____ Drainage District which the Partnership could, in any way, transact and are further authorized to execute, acknowledge and deliver on behalf of the Partnership and in its name to the Water Resources Commissioner.

1. A Proposal and Bid Sheet for construction of the City of Pontiac Water System Lead Service Line Replacement Program Project in form and content as such partner deems necessary and appropriate and as approved by the Water Resources Commissioner.
2. All other agreements, instruments or documents as such partner deems necessary or appropriate in conjunction with the aforementioned project.

RESOLVED FURTHER, that the said partners or any of them, shall at all times be given full faith and credit without the necessity of inquiry by the Water Resources Commissioner as to any of the circumstances attending the same and that the acts and doings of the partners or any of them in respect to the subject matter hereof are hereby fully ratified, approved, adopted and confirmed; and

RESOLVED FURTHER, that the authorizations herein set forth shall remain in full force and effect until written notice of their modification or discontinuance shall be given to and actually received by the Water Resources Commissioner at its offices.

IN WITNESS WHEREOF, the partners of _____ hereby executes this Resolution as of the _____ day of _____, 20____.

PARTNERS:

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

D'Angelo Bros., Inc.

21213 Equestrian Trail

Northville, MI 48167

OWNER:

(Name, legal status and address)

Oakland County Water Resources Commissioner

One Public Works Drive, Building 95

Waterford, MI 48326

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

SURETY:

(Name, legal status and principal place

of business)

Hudson Insurance Company

100 William Street, 5th Floor

New York, NY 10038

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

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

PROJECT:

(Name, location or address, and Project number, if any)

Water Service Line Material Verification Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, given this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of June, 2022

(Witness)

(Witness)

D'Angelo Bros., Inc.

(Principal)

(Title)

Hudson Insurance Company

(Surety)

(Title)

Susan L. Small, Attorney-in-Fact



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Alan P. Chandler, Robert Trabec, Jeffrey A. Chandler, Kathleen M. Freese, Ian J. Donald, Susan L. Small, John L. Budde

of the state of Michigan

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes.

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 3rd day of March, 2021 at New York, New York.



Attest:
Dina Daskalakis
Corporate Secretary

HUDSON INSURANCE COMPANY

By Michael P. Cifone
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS

On the 3rd day of March, 2021 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument that he knows the seal of said Corporation, that the seal affixed to 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.

(Notarial Seal)



Cameron Gourlay
CAMERON GOURLAY
Notary Public, State of New York
No. 01606372305
Qualified in New York County
Commission Expires June 4, 2022

STATE OF NEW YORK
COUNTY OF NEW YORK SS

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2011, and has not since been amended, amended or modified.

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds, obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, amendments, waivers, credits or expiations regarding undertakings so made, and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be attested by facsimile or any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby declared by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still 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.

Witness the hand of the undersigned and the seal of said Corporation this 1st day of June, 2022



By Dina Daskalakis
Dina Daskalakis, Corporate Secretary

SECTION 00305

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

1. QUALIFICATION SUBMITTAL

This Supplemental Instructions to Bidders is considered an essential requirement of the bid and contract documents.

Attached herewith in these Supplemental Instructions to Bidders or within the Bidding Documents are qualification submittal forms for the furnishing of detailed information to be supplied for:

Failure of the bidder to complete and furnish the below forms along with the bid may deem the bid unresponsive.

2. WORK TO BE PERFORMED BY PRIME CONTRACTOR

- A. The Contractor shall perform, with its own organization, contract Work amounting to not less than 75 percent of the total cost.
- B. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the Owner or its authorized representative. Requests for permission to sublet, assign or otherwise dispose of any portion of the contract shall be in writing and accompanied by a showing that the organization which will perform the work is particularly experienced and equipped for such work. Consent to sublet, assign or otherwise dispose of any portion of the contract shall not be construed to relieve the contractor of any responsibility for the fulfillment of the Contract.

<u>WORK TO BE PERFORMED</u>	<u>\$ VALUE OF THE WORK</u>	<u>% OF TOTAL BID PRICE</u>
1. No Work To Be Completed By Sub Contractors & Their Firm		100%
2. D'Angelo Brothers	100%	100%
3.		
4.		
5.		

3. LIST OF SUBCONTRACTORS

WORK TO BE PERFORMED	SUBCONTRACTOR	AMOUNT OF SUBAGREEMENT
1. None @ This Time		
2.		
3.		
4.		
5.		

4. PROPOSED MEANS AND METHODS AND AVAILABLE EQUIPMENT

- A. Provide a description of the various means and methods of service line material verification that the contractor can support. Acceptable service line material verification and the limitation and/or requirements of each have been detailed in the Special Provision for Water Service Line Material Verification.

HYDRO EXCAVATOR.

MANUAL EXCAVATORS

DUMP TRUCKS

- B. Provide an itemized list of specialized equipment, equipment available for use on the proposed project and any equipment that would need to be rented for use on the project.

None @ This Time

5. PRELIMINARY SCHEDULE

- A. The Bidder's Preliminary Schedule will provide an orderly progression of the work to completion within the Contract Times and regulatory milestones as indicated in Section 00200 "Program Overview & Scope of Services."
 - 1. The Preliminary schedule will outline major project milestones including completion dates.
 - 2. The Preliminary Schedule should show that the Contractor understands these milestones and the regulatory reporting requirements and construction impact mitigation goals that the WRC has as part of this project.
 - 3. The Preliminary Schedule shall include all activity by others that Contractor requires to successfully complete the project, and its scheduled activities within the times set forth in the schedule.
 - 4. The Preliminary Schedule shall show all critical path activities regardless of duration.
- B. The Preliminary Schedule shall provide a separate daily and weekly service line material verification schedule to indicate approximately how many service lines the Contractor would plan to verify each day and each week during the program.
- C. Schedules shall be prepared using the current version of Microsoft Project, Primavera Project Planner software or Microsoft Excel. Failure to provide the requested schedules including all provisions in this specifications may result in the Contractor being declared non-responsive.
- D. The Preliminary Schedule shall be based on a Notice to Proceed date of June 6, 2022.
- E. Refer to the General Specifications Article 17 and the Supplemental Conditions for any additional requirements for the Preliminary Schedule.

This **AGREEMENT**, hereinafter referenced as "Agreement" or "Contract", is made and entered into this 9th day of January, 2023 2022 by and between the County of Oakland, by and through its Water Resources Commissioner, County Agency for the County of Oakland, pursuant Chapter 20 of the Public Act 40 of the Public Acts of 1956, as amended, hereinafter called the "Owner", and D'Angelo Brothers Inc., a (Michigan Corporation/Limited Liability Company/ Partnership) whose address is 30836 W. 8 Mile Farm Hills MI 48336, Michigan, hereinafter referred to as "Contractor". In this Contract, either the Owner and/or the Contractor may also be referred to individually as a "Party" or jointly as "Parties."

WITNESSETH

WHEREAS, the Owner and the Contractor, for the considerations hereinafter named, agree as follows:

1. THE WORK

- A. Contractor shall perform and complete each and every one of the obligations required by the Contract Documents, including, without limitation, furnishing all labor, materials, goods, services and equipment necessary to complete the Project in strict accordance with the Contract Documents. The Contractor shall perform all Work shown and called for on the Drawings and described in the Specifications entitled Oakland County As-Needed Water Service Line Material Verification Program prepared by Hubbell, Roth & Clark, Inc. 555 Hulet Drive, P.O. Box 824, Bloomfield Hills, MI 48303-0824 who is the Engineer. Contractor acknowledges that there may be items of Work for which the Contractor is responsible to furnish or perform under the Contract Documents that are not shown or specified in the Contract Documents but are necessary for the proper execution, operation and completion of the Work and which are reasonably inferable from the Contract Documents and/or which are required to achieve a fully functional Project. Contractor shall provide all such items of Work as part of the Work without delay in its progress and without any increase in the Contract Times or Contract Price. The Contract Documents are defined in the General Conditions. Terms used in this Agreement shall have the same meaning as those terms defined and used in the General Conditions, which are attached hereto and incorporated herein by reference as if fully restated herein. The priority of Contract Documents is set forth in Article 1 of the General Conditions.
- B. In order to induce the Owner to enter into this Agreement, the Contractor makes the following material representations:
- 1) Contractor has carefully considered all material aspects of the Contract Documents, Work, the Contract Drawings, locality, access routes, availability of materials, and all local conditions and federal, state, local laws and regulations that may affect the cost, progress, performance, or furnishing of the Work;
 - 2) Contractor has carefully studied the Project, all real property encompassing and surrounding the Project, all reports of investigations and tests of subsurface and latent physical conditions at the Project or otherwise affecting the cost, progress or performance of the Work;
 - 3) Contractor has made or caused to be made all examinations, analyses, schedules, investigations and tests, borings and studies as it deems necessary

for the performance of the Work for the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, borings, reports or similar data are required by Contractor for such purposes;

- 4) Contractor acknowledges and agrees that the Contract Times and Contract Price are sufficient in all respects to allow the Contractor to complete the Work in strict accordance with the Contract Documents, including any work inferred therefrom;
- 5) Contractor has given Engineer written notice of all conflicts, errors, omissions and/or discrepancies that it has discovered, or reasonably should have discovered, in the Contract Documents and the written resolution thereof by Engineer, is acceptable to Contractor;
- 6) Contractor acknowledges that the Work, construction, reconstruction, and services will occur during all seasons of the year, including winter and wet weather months and under winter and wet weather conditions, notwithstanding these conditions. Contractor acknowledges that it has informed itself of the weather history of the area of the Site, including without limitation, conditions documented by N.O.A.A. for a 100-year history, and agrees to complete the Work and the Project within the Contract Times without exceeding the Contract Price, and
- 7) Contractor's Proposal is true and accurate in all respects and includes all Work necessary to complete the Project within the Contract Times and without exceeding the Contract Price.

2. THE TIME

- A. Contractor agrees to achieve Substantial Completion of the Work within 90 days of receipt of addresses in which to perform the Work, or by September 1, 2024, whichever is sooner. Specific interim completion deadlines are addressed in the Contract Documents.
- B. Notwithstanding anything to the contrary herein, the Contractor shall not begin the Work unless and until the Owner issues a written notice to proceed ("Notice to Proceed"). Owner shall have 45 calendar days following the execution of this Agreement to issue the Notice to Proceed, during which time the Contractor shall not be entitled to any increase in or change to the Contract Times or Contract Price. The Parties agree the Contract Times are considered essential elements of the Contract Documents.
- C. Other than delayed acceptance requirements for Turf Restoration, Contractor agrees to achieve Final Completion of the Work within 14 calendar days of Substantial Completion.
- D. If the Contractor is delayed by a Force Majeure Event, as defined in the Contract Documents, and if such delay affects the Critical Path, then only the approved Schedule and the Contract Times shall be adjusted, subject to and in strict conformance with the requirements of the Contract Documents, and only to the extent necessary to address such delay (but the total extension of all Critical Path Activities may not exceed the

period of time required by the Contractor, using its best efforts, to mitigate the effect of the delay). An extension of time shall be the Contractor's sole remedy for any delay caused by a Force Majeure Event. The Contractor shall use its best efforts to mitigate the effects of any delay, whether or not it is caused by a Force Majeure Event. Such best efforts shall not include the obligation to accelerate the Work. Acceleration of the Work is addressed separately in the Contract Documents.

- E. Immediately upon (and not more than 24 hours following the commencement of) the occurrence of a Force Majeure Event, the Contractor shall notify the Owner and Engineer in writing, setting forth the cause of the delay, a description of the portions of the Work affected, and additional relevant details. Contractor's failure to submit the notice of Force Majeure Event required herein shall constitute a waiver of any claim for an extension of time by the Contractor. In the case of a continuing delay caused by a Force Majeure Event, only one notice is necessary.
- F. No adjustments shall be made to the Schedule for any suspension, delay or interruption (i) to the extent that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor, (ii) to the extent the delay could have been mitigated by the Contractor, or (iii) for which an equitable adjustment is provided or excluded under any other provision of the Contract Documents. The Owner's exercise of any of its rights under the Contract Documents or the Owner's requirement of correction or re-execution of any Defective Work shall not, under any circumstances, be construed as interference with the Contractor's performance of the Work.
- G. The remedies provided in Article 2 of this Agreement and the General Conditions, respectively, shall be the sole and exclusive remedies (in lieu of all other remedies whatsoever) of the Contractor for any delay, interference, or hindrances in the performance of the Work, loss of productivity, impact damages and similar claims and damages, whether or not contemplated by the Parties. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any delay, including, without limitation, all direct costs, indirect costs, overhead costs (including field or home office overhead, using Eichleay formula or otherwise), taxes, interest, general and administrative expenses, profit and all effects, direct, indirect and consequential resulting from the delay including acceleration (actual or constructive), hindrance, disruption, interference, diminished bonding capacity, loss of productivity, impairment, manpower inefficiencies, lost opportunity, and "ripple effects", impact damages or other similar remuneration (collectively "Delay Damages"). Except only for time extensions for a delay caused by a Force Majeure Event and as specifically provided in the Contract Documents, or for specified recoverable costs in cases of an Owner Delay (as that term is defined in the Contract Documents), the Contractor hereby expressly waives, covenants and agrees not to assert any claims against the Owner for Delay Damages which it or any Subcontractor or Supplier may incur as a result of any of the foregoing causes, delays, interferences, suspensions, rescheduling, changes in sequences, congestion, disruptions, or the like arising from, out of or in connection with any Force Majeure Event or any act or omission of the Owner, its representatives or agents. It being understood and agreed that their sole and exclusive remedies shall be those set forth herein and the Contract Documents.

3. LIQUIDATED DAMAGES

- A. The Contractor and the Owner agree that all time limits stated in the Contract Documents are essential conditions of the Contract Documents, and the Contractor's performance (strictly, not substantially) in accordance with the Schedule is the essence of this Agreement and therefore are material terms.
- B. The Contractor acknowledges and recognizes that:
- 1) the Owner is entitled to full and beneficial use of the completed Work following expiration of the Contract Times, and
 - 2) the Owner has scheduled the commencement of its activities based upon the Contractor achieving certain Work by intermediate milestones dates and Substantial and Final Completion of all of the Work within the Contract Times.
- C. The Contractor further acknowledges and agrees that if the Contractor fails to complete certain Work by specified milestone dates and/or fails to achieve Substantial Completion or Final Completion of any portion of the Work within the Contract Times, Owner will sustain extensive damages and serious loss as a result of such failures that may be difficult to calculate. Accordingly, Owner and Contractor agree the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the sum of **Seven-Hundred Dollars (\$700.00) per day** commencing upon the day following the expiration of any of the following: a required milestone date; the date of Substantial Completion, and/or the date of Final Completion of the Project and continuing until the required Work for any of the foregoing deadlines is completed. Liquidated damages in the amount as stated above also shall apply to any failure to open a road on time as outlined in the Summary of Work.
- D. Because of the impracticability and difficulty of ascertaining and calculating the Owner's actual damages, such liquidated damages are hereby agreed to be a reasonable pre-estimate of and reasonable just compensation for the damages the Owner will incur as a result of the delayed completion of the Work. The Owner may deduct liquidated damages from any unpaid amounts then and thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner by the date specified by the Owner, but in no event less than fourteen (14) days from the date of the Owner's demand. Interest shall begin to accrue on the date such liquidated damages are due until paid and shall thereafter accrue at seven percent (7%) per annum. The Contractor and Owner agree that the foregoing liquidated damages are intended to compensate Owner only for damages due to the late delivery of the Work and not for any damages that Owner may suffer as a result of other Contractor defaults. Contractor's payment (or deduction) of liquidated damages shall in no way restrict or limit the Owner's ability to recover (or the Contractor's liability for) damages suffered or incurred by the Owner as a result of Contractor's defaults unrelated to the late delivery of the Work under the Contract Documents.

4. ASSIGNMENT OF CONTRACT

Contractor agrees that it shall not assign or transfer this Contract except with the Owner's written consent. Contractor shall not assign either legally or equitably, any of the monies payable to it under this Agreement, or its claim thereto, except with the written consent of the Owner. The Owner may withhold such consent in the Owner's sole and absolute discretion.

5. THE CONTRACT PRICE

- A. The Contract Price shall be the total of all lump sum amounts together with any Unit Price amounts based on the initial estimated quantities identified in the Contractor's Proposal.
- B. The Contract Price shall be increased as a result of changes in scope and actual quantity determinations as provided under the provisions of the Contract Documents and reduced by such sums as the Owner may lawfully deduct and retain, including without limitation, liquidated damages under the provisions of Article III of this Agreement.
- C. Upon completion of the Work, Owner will issue a Change Order adjusting the Unit Price quantities to reflect the actual quantities of the Work performed under the Contract Documents and adjusting the total Contract Price accordingly. Progress payments shall be made in accordance with the provisions of Article 4.

6. PAYMENT PROCEDURES

- A. Schedule of Values
 - 1) Within ten (10) calendar days of the Notice to Proceed, Contractor shall prepare and submit to the Engineer, a schedule of values for only the Lump Sum "Lsum" bid item, ("Schedule of Values") which includes quantities and prices of items which, when added together, equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as a basis for determining the proper amount of progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. The Schedule of Values shall conform to all requirements of the Contract Documents. Upon completing its review, the Engineer will return the Schedule of Values to Contractor identifying any exceptions to the form or content of the proposed Schedule of Values. Contractor promptly shall revise and resubmit the Schedule of Values to address any exceptions noted by the Engineer. As the Work progresses, Contractor shall modify the Schedule of Values to include any credits or approved change orders, or as otherwise required or allowed by the Engineer. Contractor will modify the Schedule of Values to conform to any requirements requested by the Engineer regardless of whether Contractor agrees or disagrees with the requested modification. Contractor shall incorporate the Schedule of Values into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the quantities completed.

B. Applications for Payments

- 1) Pursuant to the Construction Contract Retainage Act, Act No. 524, Michigan Public Acts of 1980, as amended, MCL 125.1561 et seq., the Owner hereby designates the Engineer as the person to whom Applications for Payment shall be submitted. The Contractor hereby designates Vince D'Angelo as the person who will submit Applications for Payment to the Owner.
- 2) No payment will be made for materials furnished which are not incorporated in the finished Work, unless otherwise agreed by the Owner in writing. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored and secured at the Site or at another location agreed to in writing, the Application for Payment also shall be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
- 3) Materials that may be considered for payment as stored material must be located on Owner's property and/or within the State of Michigan. Contractor also must submit the request for payment for stored materials to Owner at the same time that the Schedule of Values is submitted to the Engineer.
- 4) Materials that are not eligible for payment as stored materials include the following:
 - a) Perishable materials (example: cement, epoxy, etc.).
 - b) Electronic hardware and/or software.
 - c) Raw materials (un-fabricated steel, piping, etc.).
 - d) Materials to be incorporated into the work in less than 30 days or beyond 180 days.
 - e) Contractor's equipment (formwork, shoring, etc.).
- 5) As an aid to the Owner in evaluating estimates for progress payments, the Contractor may be required to submit to the Owner for approval a breakdown of some or all contract unit prices into their essential component parts. The sum of the component parts shall not exceed the total Contract Price on a per unit basis as established in the Proposal.
- 6) Each month, following the Notice to Proceed, Contractor shall prepare and submit to Engineer for review a draft Application for Payment using AIA Documents G-702 and G-703 or such other forms as the Owner may allow, which shall be certified with a reference to the Federal False Claims Act. The Application for Payment shall reflect all Work completed since the prior

Application (if any) and shall meet all other requirements of the Contract Documents. Each Application for Payment must strictly comply with and include all of the following: (1) a notarized Contractor's Declaration (on a form provided by the Owner) declaring that it 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 it will ask, demand, sue for, or claim compensation from the Owner other than as indicated on the Contractor's Declaration; (2) receipts or other vouchers showing Contractor's payments for materials and labor, including payments to Subcontractors; (3) a current, properly completed notarized Sworn Statement, on the Michigan statutory form, listing each Subcontractor, supplier and laborer having a contract with the Contractor in the current aggregate amount (including adjustments that have been issued as of that date) (Owner reserves the right to require Sworn Statements from Contractor's Subcontractors); (4) Partial Unconditional Lien Waivers and Releases in the form provided by Owner from each subcontractor, supplier and labor identified on Contractor's Sworn Statement, or Subcontractor's Sworn Statement, if requested; (5) written consent of the Contractor's surety; (6) a copy of the then current Project Schedule Update as returned by Engineer with "No Exceptions"; (7) certified payroll reports if, when and as required by Michigan law, and in a form reasonably acceptable to the Owner; (8) Daily Reports for each day covered by the time period relating to the Application for Payment and in the form required by the Contract Documents; and (9) such other evidence requested by Owner to satisfy Owner that the Work for which payment is requested has been completed in conformance with the Contract Documents, and that all amounts which have previously been paid for Work performed have been properly distributed to the various Subcontractors, Sub-Subcontractors, laborer and suppliers. The Contractor's failure to include the documents and information set forth in items (1) through (9) above shall render the Contractor's Application for Payment as invalid and of no effect, until such time as all the Contract requirements for making the application are fully complied with by the Contractor.

- 7) Each month, Contractor, Owner and Engineer shall meet to review and discuss Contractor's draft Application. Contractor is responsible for submitting the draft Application and scheduling the monthly pay application meeting. Following this meeting, the Contractor shall revise its draft Application for Payment in accordance with the comments of the Owner and Engineer.
- 8) Contractor shall submit the revised Application for Payment to the Engineer, together with all other documents required to be submitted with an Application for Payment, covering all Work performed since the proceeding Application for Payment (if any). Contractor must timely invoice for its Work. Contractor shall submit Application For Payment no later than 14 days before a scheduled meeting of the Owner's Drainage Board, if the Work is being conducted for a Drain Board.
- 9) The Application for Payment shall include all accompanying documents and approvals required by the Contract Documents. If the Contractor is not known to be in default of any of its obligations under the Contract Documents, the Application for Payment will be certified and presented by the Engineer to the

Owner with a recommendation for approval of the payment. If the Application is untimely, incomplete, incorrect, fails to include the required documentation, schedules, or certifications, or otherwise fails to conform to the requirements of the Contract Documents, it will not be submitted for approval by the Owner.

C. Payment Dates

- 1) Owner shall pay the Application for Payment within one of the following time periods, whichever is later, as provided by MCL 125.1562(3):
 - a) Thirty (30) days after the Engineer has certified the Application for Payment for payment.
 - b) Fifteen (15) days after the Owner has received the funds from the applicable department or agency of the federal or state government providing financing for the Project, if any funds are to come from either of those sources.
 - c) Fifteen (15) days following the scheduled Drainage Board meeting and approval by the Drainage Board.
- 2) Contractor's failure to submit a complete and accurate Application for Payment acceptable to the Engineer may delay payment on the Application for Payment.

D. Conditions of Payment

- 1) The Owner's payment (partial or final) shall not be considered as approval or acceptance of the Work or any portion thereof, or of the completeness or accuracy of the Application for Payment.
- 2) If an estimate in an Application for Payment is found to be excessive, future estimates in pay applications shall be adjusted downward to reflect the actual completion status of the Work.

E. Withholding of Payment

- 1) The Owner may withhold payment or, because of subsequently discovered evidence or subsequent review of the Work or the Contractor's Applications for Payment, invoice detail and/or submittals, may nullify the whole or any part of any payment previously made, to such extent as may be necessary in its opinion to protect the Owner from loss or expense due to any of the following:
 - a) The Contractor fails to properly respond to notices issued by the Owner pursuant to the Contract Documents;
 - b) The Contractor is in default of any of its obligations under this Agreement or under any of the Contract Documents, and/or is otherwise in default of any other agreement or contract with the Owner, whether or not related to this Contract;

- c) Any part of such payment that is attributable to Work which is Defective, as determined by the Engineer; provided, however, such payment shall be made as to the part thereof attributable to Work which is performed in accordance with the Drawings and Specifications and is not Defective, reserving, however, such amount as the Engineer shall determine necessary to protect the Owner with respect to Defective Work;
- d) The Contractor has failed, within ten (10) calendar days of receipt of payment from Owner, to make payments not in dispute promptly to Contractor's subcontractors, sub-subcontractors, laborers or suppliers or for material, labor or services used in the Work; Contractor promptly shall notify Owner if any such dispute exists;
- e) Any part of such payment is attributable to Work that the Owner has been notified of a claim or dispute or has received reasonable evidence indicating the existence of such a claim or dispute, unless the Contractor provides reasonable evidence of its ability to resolve the dispute and pay any amount owed;
- f) The Owner has a reasonable belief the Work will not be completed within the Contract Times established under the Contract Documents;
- g) The Owner reasonably believes that the portion of the Contract Price then remaining unpaid will not be sufficient to pay for Work not completed to date or to complete the Work in accordance with the Contract Documents;
- h) An Application for Payment is not in the exact form required by the Contract Documents;
- i) The Contractor has failed to submit and obtain approval for a Schedule, Schedule update, make up schedule or other documents required in the Contract Documents required for a complete and valid Application for Payment;
- j) The Contractor's Payment and/or Performance Bond Surety provides Owner with a notice to withhold further funds according to the terms of the Surety Bonds and/or indemnity agreement with the Contractor;
- k) At the written direction of Contractor's bond company; and
- l) The Owner is otherwise entitled to a setoff against the Contractor.

- 2) If the Owner elects to withhold a portion of a payment otherwise due to the Contractor for any of the reasons identified above, the Owner shall submit a written statement to Contractor describing the disputed items and shall have the right to require the Contractor to prepare and submit to the Owner a revised Application For Payment, as directed by the Owner, to facilitate payment of the undisputed amount, if any, otherwise due to the Contractor. Alternatively, the Owner shall have the right (but not the obligation) to revise the Contractor's Application for Payment to show the amount withheld by the Owner.
- 3) Whenever the Owner reasonably determines, after notice to the Contractor, that there is a basis for concern that payments properly owing to any subcontractor, supplier, surety, or laborer are not being made on a timely basis, the Owner may elect, but shall not be obligated to make, payments to the joint order of the Contractor and such subcontractor, supplier, or laborer, with any such payments satisfying any payment obligation otherwise owing by the Owner to the Contractor. Alternatively, the Owner may, but is under no obligation to make, direct payment to any subcontractor, supplier, or laborer of the Contractor, and such amounts directly paid shall otherwise satisfy any payment obligation owing by the Owner to the Contractor for the Work. The Owner's option to withhold payment from the Contractor, or to make joint payments or direct payments shall not create an intended third beneficiary relationship with any other person or entity, it being agreed and understood the Owner has the right to withhold payment, or to make such joint and direct payments but is not otherwise obligated (nor may it be compelled) to make such joint and/or direct payments.
- 4) The Owner also may elect at any time to require payments be made through a construction escrow, in which event the Contractor shall supply all customary forms and indemnities as may be required to satisfy the conditions to disbursement established by the applicable escrow agent.

F. Retainage from Payments

- 1) Each payment from the Owner to Contractor shall cover the amount due to the Contractor for Work completed through the date of the Application for Payment; provided, however, retainage in the amount of ten percent (10%) of each payment made or due from the Owner to the Contractor ("Retainage") shall be withheld from each payment until the Work on the Project is fifty percent (50%) complete as determined by the dollar amount of approved Applications for Payment. No further Retainage will be withheld once the Work is 50% complete 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. Retainage shall be withheld in compliance with MCL 125.1563. The provisions of MCL 125.1563 shall govern over any provisions contained herein that are found to conflict with the provisions of the statute.
- 2) The Owner's right to withhold Retainage is in addition to the Owner's right to withhold payment under the Contract Documents to protect the Owner from specific identified problems and claims and other costs for which the Contractor is responsible. The Owner is not required to use Retainage amounts to protect

the Owner from the costs and liability arising from claims and other problems caused by the Contractor or for which Owner may make deductions under the Contract Documents.

- 3) The Owner shall have the right, but not the obligation, to release Retainage related to a subcontractor who achieves Final Completion of its subcontracted portion of the Work under the subcontract substantially earlier than Final Completion of the entire Work, but only upon the written recommendation of the Contractor that such Retainage should be released. This option is entirely discretionary and shall create no obligation for the Owner, nor is this option intended to create any benefit to third parties.
- 4) At the time of Substantial Completion of the Work, the Contractor may make written application for a partial release of Retainage held by the Owner. The Owner shall have no obligation to approve such application but may do so in its sole discretion. Should the Owner agree to such request, considering the Contractor's performance, the performance of Contractor's subcontractors, and other factors as determined by the Owner in its sole and absolute discretion, the amount retained to the date of the request may be reduced by the Owner to a lower lump sum amount. The Owner's agreement to such partial release of Retainage shall not change the percentage retained from future Applications for Payments, if any, after the date of the partial release, if Owner has elected to continue withholding Retainage from Contractor's Applications for Payment.
- 5) All retained amounts and interest earned on retainage not otherwise disbursed will be paid with Contractor's Final Payment. Contractor shall provide Owner with consent from the Surety for any release of retention. In the event of a dispute as described in MCL 125.1564(3), the parties shall abide by the provisions of said statute and agree to submit the dispute to the Engineer to determine the rights of the parties to retained funds and interest earned thereon. The Engineer shall follow the dispute resolution process provided in the statute and its decision shall comport with the requirements therein. This dispute resolution process is not intended to alter, abrogate, or limit any rights with respect to remedies that are available to enforce or compel performance of the terms of the Contract by either party.

7. FINAL PAYMENT - FINAL ACCEPTANCE

- A. Neither Final Payment nor any remaining Retainage shall become due until the Contractor has completed all of the Work on the Project, including any Punch List items, as acknowledged by Owner and Engineer, Owner has issued written acknowledgement of Final Completion, and Contractor has completed and/or submitted to the Owner all of the following: (1) an affidavit in the form approved in the Michigan Construction Lien Act that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied; (2) consent of all sureties to Final Payment; (3) final record Drawings, including record Drawings marked by the Contractor with record information set forth in the Contract Documents and the Contractor's coordination drawings; (4) the final versions of all manufacturers' warranties; (5) a final sworn statement from the Contractor in the form set forth in the Michigan Construction Lien Act duly executed and notarized showing all of Contractor's subcontractors,

suppliers and laborers to be fully paid; (6) Full Unconditional Lien Waivers and Releases in the form provided by Owner from all subcontractors, suppliers and laborers identified on the final Sworn Statements submitted by Contractor and Subcontractors, if required; (7) releases of all required permits; and (8) all other conditions set forth in the Contract Documents.

- B. The Contractor shall submit an Application for Final Payment when all Work is finally complete in accordance with the Contractor's obligations under the Contract Documents. The Contractor's Application for Final Payment shall include a request for payment of the Retainage held by the Owner, if Retainage otherwise has not been released at an earlier point in time.
- C. Final Acceptance will have occurred after Owner has authorized Final Payment to the Contractor. The date of the Owner's authorization of Final Payment shall be the date of Final Acceptance.
- D. Contractor's Application for Final Payment shall itemize all timely asserted claims and disputed amounts that remain unresolved at the time of submission. All claims or disputed amounts shall include the designation of the amount that remains in dispute and a reference by date and correspondence number to the specific Notice of Claim and substantiation of the claim submitted by the Contractor in accordance with the Contract Documents. The Final Application for Payment shall indicate only the amount that remains in dispute for each disputed claim and shall not include original claim amounts where a portion of the claim or disputed amount has been resolved.
- E. The acceptance of the Final Payment (in whole or in part) by the Contractor shall constitute a full and final release of Owner and waiver of all claims against the Owner arising out of or in connection with the Project and/or Contract Documents, except only those specific claims of the Contractor timely made in writing as required by the Contract Documents and itemized in the attachment to Contractor's Final Application for Payment. Notwithstanding anything to the contrary herein, the Contractor's written itemization of reserved claims may not revive claims which were waived by Contractor as a result of its failure to timely assert such claims accordance with the Contract Documents.

8. DISPUTE RESOLUTION

- A. Notwithstanding anything to the contrary herein, and assuming the Parties have completed the Disputed Work procedure in the General Conditions, any remaining unresolved claims by the Contractor against the Owner or the Owner against the Contractor first shall be resolved through a meeting between the Contractor's highest officer familiar with the Project and the Owner's highest level staff member, and such meeting shall occur no earlier than thirty (30) days after Final Completion. At the Owner's option, this meeting may be conducted by a facilitator mutually acceptable to the Parties, or, in the event the Parties are unable to agree on a facilitator, the Parties shall select a facilitator according to the American Arbitration Association Construction Industry Rules for Mediation. The meeting between the Contractor's highest officer and the Owner's highest official is a condition precedent to the Contractor initiating litigation or demanding arbitration (if elected by the Owner).

- B. In the sole and absolute discretion of the Owner, the Owner may elect to arbitrate claims, and thereafter all claims, disputes and other matters in question arising out of or relating to Contract Documents and/or the Project, shall be decided by arbitration. If elected by the Owner, such arbitration shall be administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) shall be final and binding and shall be entered in any Court having jurisdiction thereof. The arbitration shall be conducted in Oakland County, Michigan. The Owner may, but is not obligated to, require the Contractor to join any of the Contractor's subcontractors and/or suppliers to the arbitration, and the Contractor shall insure its contracts with each of its subcontractors and suppliers include the right to join other parties to arbitration. Contractor shall have no right to join subcontractors to the arbitration and subcontractors shall not intervene in the arbitration unless joinder is requested by the Owner.
- C. In the event the Owner does not elect arbitration, any and all disputes shall be resolved by litigation in Oakland County, Michigan, it being agreed the Contractor conducts business in Oakland County, Michigan and the Contractor waives any claim that venue is improper in Oakland County, Michigan.
- D. Notwithstanding anything to the contrary herein, to the fullest extent permitted by law, the Owner's total liability to the Contractor in any action, proceeding, arbitration or judgment shall not exceed the Contract Price adjusted in accordance with the Contract Documents. Contractor waives any and all claims for damages in excess of the Contract Price. Further, in no event shall Owner, or any director, officer, employee, agent, successor or assign of the Owner, be liable to Contractor, or anyone claiming through or related to Contractor, whether based on contract, tort, negligence, warranty, indemnity, strict liability, delay, error or omission, other otherwise, for any consequential, special, incidental, indirect, punitive, exemplary or multiple damage or damages arising from or in connection with loss of use or loss of revenue or profit, actual or anticipated, increased expense of manufacturing or operation, loss of bonding capacity, or cost of capitals, and the Contractor hereby releases Owner, and any director, officer, employee, agent, successor or assign of the Owner, from all such liability. Any action resulting from any alleged breach of contract or claim of negligence of the Owner must be commenced within one year of the date of Substantial Completion (and documented as required by the Contract Documents) or the Contractor will be deemed to have irrevocably waived any such cause of action.
- E. The pendency or possibility of a dispute between the Owner and Contractor shall not interfere with the progress of the Work by Contractor, nor shall the Contractor be permitted to suspend the Work, slow the performance of the Work, and/or terminate the Work except as specifically provided for in the Contract Documents.
- F. The parties acknowledge and agree that during the course of the Project, claims may arise from time to time which have a small dollar value and that it would not be an efficient use of the parties' respective resources to litigate or arbitrate each such claim individually. Therefore, notwithstanding anything to the contrary in this Article 8 or elsewhere in this Agreement, neither party shall have the right, prior to Final Completion or the earlier termination of this Agreement, to initiate arbitration proceedings or file suit, as the case may be, against the other unless the aggregate amount of such Party's claim(s) is at least two hundred thousand dollars (\$200,000.00).

9. MISCELLANEOUS

- A. The Contractor acknowledges that it has not received or relied upon any representations or warranties of any nature whatsoever from the Owner or Engineer, or their respective agents or employees, not set forth in the Contract Documents and that this Contract is entered into solely upon the Contractor's own investigations, careful deliberations and independent business judgment.
- B. If any section, paragraph, sentence, clause or phrase of these Contract Documents shall be held invalid, the same shall not affect any other part of these Contract Documents.

10. GOVERNING LAW

This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any Party. As used in this Agreement, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.

11. CAPTIONS

The article headings or titles and/or all article numbers contained in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

12. SEVERABILITY

Each portion of this Agreement and the Contract Documents shall be deemed severable to the extent practical while maintaining the enforceability and intent of this Agreement. Any portion of this Agreement held to be unenforceable shall be severed from the Agreement with the remaining provisions continuing in full force and effect.

13. NOTICES

All notices required or permitted to be given by one Party to the other under the Contract Documents shall be in writing and sent to that Party at the address specified below by certified U.S. Mail, return receipt requested, or recognized overnight courier service, or shall be hand-delivered or transmitted by facsimile that retains a record of transmission. Notices shall be effective upon the earlier of actual receipt or two (2) business days after posting or delivery to a courier. Notices also shall be deemed to have been duly served if delivered personally in writing to the Contractor's Project Executive or other on-site representative. Either Party may change its address or designee for purposes of this Article by a written notice complying with the provisions of this Article.

If to the Contractor: D'Angelo Brothers Inc.
Name: Vince D'Angelo
Address: 30836 W. 8 Mile
Farmington Hills, MI 48336
Contact Number: (248) 515-1942
Email: vince@dangelo-brothers.com

If to the Owner:
Name: Zach Earp
Address: One Public Works Drive, Building 95 West
Waterford, MI 48328
Contact Number: 248-858-0958
Email: zearp@oakgov.com

With a copy to:
Name: Bradley W. Shepler, P.E.
Address: 555 Hulet Drive, PO Box 0824
Bloomfield Hills, MI 48303
Contact Number: 248-535-3337
Email: bshepler@hrcengr.com

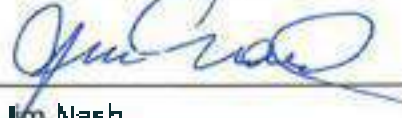
~~14. CONTRACT SUBJECT TO ACQUISITION OF FINANCING AND EASEMENTS~~
~~(Strike if not applicable)~~

~~The Contract is executed and delivered subject to arrangements of financing and easement acquisition for the completion of the Project. If such arrangements are not completed within a reasonable time of execution of the Agreement, then either party may terminate this Agreement without liability.~~

WITNESS

OAKLAND COUNTY WATER RESOURCES
COMMISSIONER, COUNTY AGENCY FOR THE COUNTY
OF OAKLAND

Signature:



Print Name: Jim Nash

WITNESS



CONTRACTOR:

D'ANGELO BROTHERS

Signature:



Print Name:

Vincent D'Angelo

Title:

Principal

Approved as to form:



Oakland County Water Resource Commissioner's Legal Counsel

INSTRUCTIONS FOR EXECUTING AGREEMENT

If the Contractor is a Corporation, the following certificate should be executed:

I, Vincent D'Angelo, certify that I am the Principal Secretary of the Corporation named as Contractor hereinabove; that Vincent D'Angelo, who signed the foregoing Agreement on behalf of the Contractor, was then Principal of said Corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

(signature) 

(Corporate Seal)

If the Agreement is signed by the Secretary of the Corporation, the above certificate should be executed by some other officer of the Corporation, under the Corporate Seal. In lieu of the foregoing certificate, Contractor may attach to the Agreement copies of pertinent records of the Corporation that will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the Corporate Seal to be true copies.

The full name and business address of the Contractor should be inserted, and the Agreement should be signed with his official signature. Please have the name of the signing party or parties typewritten or printed under all signatures to the Agreement.

If the Contractor is operating as a partnership, each partner should sign the Agreement. If the Agreement is not signed by each partner, Contractor shall attach a duly authenticated Power of Attorney to the Agreement evidencing the signer's (signers') authority to sign such Agreement for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If the Agreement is signed by someone other than the Contractor, Contractor shall attach a duly authenticated Power of Attorney to the Agreement evidencing the signer's authority to execute such Agreement for and in behalf of the Contractor.

BOND NO. HGMW-25-177-2175

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that D'Angelo Bros., Inc. ("Contractor"), as Principal, and Hudson Insurance Company ("Surety"), as Surety are held and firmly bound unto the Oakland County Water Resources Commissioner or participating municipality located in Oakland County ("Owner"), in the sum of Four Hundred Fifty Nine Thousand One Hundred Fifty Eight and 00/100th Dollars (\$ 459,158.00) good and lawful money of the United States of America, to be paid to said Owner, 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

WHEREAS, Contractor has entered into a certain contract with Owner dated the 9th day of January, 2023 (hereinafter called the "Contract") for the construction of: Oakland County As-Needed Water Service Line Material Verification Program (the "Project") which Contract and the specifications for said Work shall be deemed a part hereof as fully as if set out herein; and

WHEREAS, the Contractor and 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;

WHEREAS, this Bond is given in compliance with and subject to all the provisions and conditions of Public Act 213 of the Public Acts of 1963, MCLA 129.201 - 129.211, as amended.

NOW, THEREFORE, if the Contractor shall save and hold harmless the Owner from all public liability and damages of every description in connection therewith, shall well and faithfully in all things fulfill the Contract according to all the conditions and stipulations therein contained in all respects, and shall save and hold harmless the Owner from and against all liens and claims of every description in connection therewith, then this obligation shall be void and of no effect; but otherwise it shall remain in full force and virtue; and in the event that the Owner shall extend the time for the completion of said work or otherwise modify elements of the Contract in accordance with provisions thereof, such extension of time or modification of the Contract shall not in any way release the sureties of this Bond.

The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears or as otherwise provided in the Contract. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received

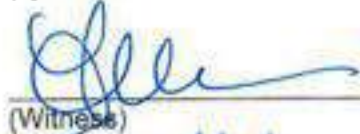
Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER
Page PB-1 of PB-2

05/27/2020

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this 11th day of August, 2022.

Sealed with our seals and dated this 11th day of August, 2022.



(Witness)

Tuna Hale

(Print Name)

(Title)

D'Angelo Bros., Inc.

(Principal)

(corporate seal)



(Signature)

Vincent D'Angelo

(Print Name & Title)

30838 8 Mile Road

(Address)

Farmington Hills, MI 48336



(Witness)

Donna Turner

(Print Name)

Surety Administrator

(Title)

Hudson Insurance Company

(Surety)

(corporate seal)



(Signature)

Susan L. Small, Attorney-in-Fact

(Print Name & Title)

1176 West Long Lake Rd, Suite 200

(Address)

Troy, MI 48068

Attach Power of Attorney

BOND NO. HCMW-25-177-2175

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, that D'Angelo Bros., Inc. ("Contractor"), as Principal, and Hudson Insurance Company ("Surety"), as Surety are held and firmly bound unto the Oakland County Water Resources Commissioner or participating municipality located in Oakland County ("Owner"), in the sum of Four Hundred Fifty Nine Thousand One Hundred Fifty Eight and 00/100th Dollars (\$ 459,158.00) good and lawful money of the United States of America, to be paid to said Owner, 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

WHEREAS, Contractor has entered into a certain contract with Owner, dated the 9th day of January, 2023, (hereinafter called the "Contract") for the construction of Oakland County As-Needed Water Service Line Material Verification Program (the "Project") which Contract and the specifications for said Work shall be deemed a part hereof as fully as if set out herein; and

WHEREAS, this Bond is given in compliance with and subject to all the provisions and conditions of Public Act 213 of the Public Acts of 1963, MCLA 129.201 - 129.211, as amended.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the above named Principal, legal representatives, or successors shall pay or cause to be paid to all subcontractors, persons, firms and corporations, as the same may become due and payable, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Contract, then this obligation shall be void and the Surety and the Principal shall have no obligation under this Bond; otherwise the Bond shall remain in full force and effect.

This Bond is given upon the express condition that any changes, alterations, or modifications that may be hereafter recorded or made in the construction and complete installation of the work herein referred to, or the placing of an inspector or superintendent thereon by the Owner shall not operate to discharge or release the Surety thereon.

The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

Notice and Claims to the Surety, the Owner or the Principal shall be mailed or delivered to the address shown on the page on which their signature appears or as otherwise provided in the Contract. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Principal shall promptly furnish a copy of this Bond or shall permit a copy to be made.

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER
Page LMB-1 of LMB-2

05/27/2020

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this 11th day of August, 2022.

Sealed with our seals and dated this 11th day of August, 2022.



(Witness)

Tina Mahn

(Print Name)

(Title)

D'Angelo Bros., Inc.

(Principal)

(corporate seal)



Vincent D'Angelo Principal

(Print Name & Title)

30836 8 Mile Road

(Address)

Farmington Hills, MI 48336



(Witness)

Donna Turner

(Print Name)

Surety Administrator

(Title)

Hudson Insurance Company

(Surety)

(corporate seal)



(Signature)

Susan L. Small, Attorney-in-Fact

(Print Name & Title)

1175 West Long Lake Rd, Suite 200

(Address)

Troy, MI 48098

Attach Power of Attorney

BOND NO. HGMW-25-177-2175

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that D'Angelo Bros., Inc., ("Contractor"), as Principal, and Hudson Insurance Company ("Surety"), as Surety are held and firmly bound unto the Oakland County Water Resources Commissioner or participating municipality located in Oakland County ("Owner"), in the sum of Four Hundred Fifty Nine Thousand One Hundred Dollars (\$ 459,158.00) good and lawful money of the United States of America, to be paid to said Owner, 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.

WHEREAS, Contractor has entered into a certain contract with Owner dated the 9th day of January, 2023, (hereinafter called the "Contract") for the construction of Oakland County As-Needed Water Service Line Material Verification Program (the "Project") which Contract and the specifications for said Work shall be deemed a part hereof as fully as if set out herein; and

WHEREAS the improvements to be constructed under the Contract are located in Oakland County, Michigan and shall be operated and maintained by the Owner;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that Contractor has covenanted to the Owner that for a period of two (2) years from the date of Final Acceptance of the Project, to keep in good order and repair any defect in all the Work performed or materials and equipment supplied by either the Contractor, its subcontractors, or its material and equipment suppliers on the Project, 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 or nonconformities, all without expense to the Owner, excepting only such part or parts of said Work as may have been disturbed without consent or approval of the Contractor after the Final Acceptance of the Project.

Whenever directed to do so by the Owner, by notice served in writing, either personally or by mail, on the Contractor at 30836 8 Mile Road, Farmington Hills, MI 48336, or its legal representatives, or successors or the Surety at 100 William Street, 5th Floor, New York, NY 10038, Contractor will proceed at once to make such repairs as directed by the Owner and if Contractor fails to do so within one (1) week from the date of service of such notice, then 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 the Contractor or the Surety. If any repair must be made at once to protect life and property, then and in that case, Owner may take any immediate steps to repair, barricade defects or other action, without notice to the Contractor. In such accounting, Owner shall not be held to obtain the lowest cost to perform the work, or any part thereof, but all sums actually paid therefor shall be charged to the Contractor or Surety. In this regard, the Owner's judgment is final and conclusive.

In addition to the foregoing, Contractor shall, for a period of two (2) years from the date of Final Acceptance, maintain and keep the Work so constructed in good order and repair, excepting only such part or parts of the Work which may have been disturbed without the consent or approval of the Contractor after the Final Acceptance of the same, and shall whenever notice is given as hereinbefore specified, at once proceed to make the repair as directed in the notice, or shall reimburse the Owner for any expense incurred by making such repairs. Contractor also shall fully indemnify, defend and hold harmless the

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

Page MGB-1 of MGB-2

05/27/2020

Owner from and against any and all liabilities, claims, causes of action, lawsuits, damages, losses and expenses to the extent caused by, arising out of, resulting from or occurring in connection with any injury or damage to any person or property, by or from any of the acts or omissions or through the negligence of said Contractor, its servants, agents, or employees, in the prosecution of the Work, and from any and all claims arising under the Workers' Compensation Act of the State of Michigan. Should the Contractor or Surety take such action, then the above obligations shall be void, otherwise they shall 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 11th day of August, 2022.

Sealed with our seals and dated this 11th day of August, 2022...



(Witness)



(Print Name)

(Title)

D'Angelo Bros., Inc.

(Principal)

(corporate seal)



(Signature)

Vincent D'Angelo principal

(Print Name & Title)

30836 8 Mile Road

(Address)

Farmington Hills, MI 48336



(Witness)

Donna Turner

(Print Name)

Surety Administrator

(Title)

Hudson Insurance Company

(Surety)

(corporate seal)



(Signature)

Susan L. Small, Attorney-in-Fact

(Print Name & Title)

1176 West Long Lake Rd, Suite 200

(Address)

Troy, MI 48098

Attach Power of Attorney

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Alan P. Chandler, Robert Trobec, Jeffrey A. Chandler, Kathleen M. Irelan, Ian J. Donald, Susan L. Small, John L. Budde
of the state of Michigan

its true and lawful Attorneys-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorneys-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 21st day of July, 2022 at New York, New York.



Attest:
Dina Daskalakis No. 01ML6067553
Corporate Secretary

HUDSON INSURANCE COMPANY

By: Michael P. Cilone
Michael P. Cilone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS

On the 21st day of July, 2022 before me personally came Michael P. Cilone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to 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.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01ML6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS

I, the undersigned Dina Daskalakis hereby certify:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by duplicate to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the future thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still 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.

Witness the hand of the undersigned and the seal of said Corporation this 11th day of August, 2022



By: Dina Daskalakis
Dina Daskalakis, Corporate Secretary

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APPENDICES

Contractor's Affidavit
Contractor's Declaration

1. CONTRACT DOCUMENTS

- A. The Contract Documents are defined to include the Agreement, Bonds, Drawings (also known as Contract Drawings), Advertisement, Information for Bidders, Proposal, Specifications, General Conditions, any Supplementary Conditions issued by the Owner prior to the date of Contract Agreement, any Change Orders signed by both parties, and supplements thereto agreed to by both parties. Terms used in the General Conditions have the same meaning as those terms are defined and used in the Agreement and vice versa. In the event of any conflict between the Agreement and the General Conditions, the Agreement shall govern in all material respects. The Contract Documents represent the entire and integrated agreement between the Owner and the Contractor and supersede all prior negotiations, representations, or agreements, either written or oral. The Contract Documents may be amended only by a Modification signed by both the Owner and the Contractor. The Contract Documents shall, if possible, be construed to render each of its provisions valid and enforceable. However, if any part, term or provision of the Contract Documents are held by the final judgment of any court of competent jurisdiction to be illegal, invalid, or unenforceable, the validity of the remaining portions or provisions shall not be impaired or affected, and the rights and obligations of the parties shall be construed as having been written to include terms that provide the maximum protection for Owner enforceable under law, and shall be enforced as if the Contract Documents did not contain the particular part, term, or provision held to be illegal, invalid, or unenforceable.
- B. The intent of the Contract Documents is to describe a functionally complete Project, and it is intended that Contractor shall furnish all labor, materials, tools, equipment and other items necessary for the proper development, execution, administration and completion of the Work in accordance therewith, including all work incidental to or reasonably inferable from the Contract Documents as being necessary to produce the intended results, unless it is specifically indicated in the Contract Documents that such work is to be performed by others, and to complete the Work in a satisfactory manner, ready for use and operation by Owner. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Omissions from the Contract Documents or the misdescription of details of the Work, which are manifestly necessary to carry out the intent of the Contract Documents, or which are customarily performed, shall not relieve Contractor from performing such omitted work or misdescribed details of the Work but they shall be performed as if fully and correctly set forth and described in the Contract Documents. Hence, statements herein of services to be provided or tasks to be undertaken are not intended to enumerate each item of Work required.
- C. The Contractor acknowledges that the Contract Documents establish a relationship of trust and confidence between Contractor and the Owner, and the Contractor and the Owner accept this relationship, with the knowledge that Owner is placing its trust and confidence in the Contractor. The Contractor acknowledges that the Owner is relying upon the knowledge, skill, and expertise represented by the Contractor in the Proposal.
- D. The Contract Documents are intended to constitute a single agreement and the parties shall make every effort to construe such documents as being consistent and not contradictory, and what is required by one shall be binding as if required by all. If there is a conflict between or among any provisions of the Contract Documents, Contractor shall

GENERAL CONDITIONS

perform the more stringent requirement. If a conflict cannot be resolved by applying this principle, such conflict shall be resolved applying the following order of precedence:

- 1) Field Orders and Work Directives in date order, latest first if executed by the Engineer, Owner and Contractor
 - 2) Change orders in date order, latest first if executed by the Engineer, Owner and Contractor
 - 3) Addenda to the Contract Documents issued after the original documents were released
 - 4) Supplementary Conditions
 - 5) Summary of Work
 - 6) Provisions of Specifications
 - 7) Contract Drawings of Latest Issue
 - 8) Agreement
 - 9) General Conditions
 - 10) Information for Bidders
 - 11) Advertisement for Bids
 - 12) Contractor's Proposal
- E. Notwithstanding anything above, for contractual/administrative issues (as opposed to technical, design, or construction issues) the Drawings and Specifications shall have precedence only over the Contractor's Proposal.
- F. The Drawings and Specifications are complementary and what is called for by one shall be as binding as if called for by both. Should the Drawings, Specifications, and/or other instructions be contradictory in any particular manner or should there be any doubt as to the meaning of either, the Contractor shall initiate a discussion with the Engineer and thereafter request written clarification as required by the Contract Documents. Contractor shall seek such clarification prior to the submission of Contractor's Proposal. and Contractor's Proposal shall be deemed to have included all written clarifications.
- G. Unless the other Contract Documents provide otherwise, with respect to the Drawings and Specifications, the following apply:
- 1) Figures take precedence over scale measurements.
 - 2) Large scale details take precedence over smaller scale details, and special drawing details govern over standard details.

GENERAL CONDITIONS

- 3) Architectural or Civil Drawings take precedence regarding dimensions when in conflict with other Drawings, except for the size of structural members and dimensions shown on Structural Drawings.
- 4) Specifications shall govern over Drawings in matters of material or equipment specified; Drawings shall govern over Specifications in matters of construction or installation detail.
- 5) Existing conditions take precedence over Drawings and Specifications for dimensions.
- 6) Shown dimensions over figured dimensions. Contractor's use of scaled dimensions is at Contractor's sole and exclusive risk.
- 7) When multiple requirements are given for any item, all requirements shall be met.
- 8) Terms such as "as shown," "as indicated" and "as noted" mean there are additional requirements given elsewhere in the Contract Documents.

2. CONTRACT DRAWINGS AND SPECIFICATIONS

- A. The Work to be performed is shown on the accompanying set of original Drawings which are hereby made a part of this Contract, it being mutually understood and agreed that when taken together, the Drawings and Contract Documents, including the Specifications and the General Conditions, are complementary, and what is called for by any one shall be binding as if called for by all.
- B. The original Drawings may be supplemented by other drawings furnished by the Contractor but only if approved by the Engineer in writing or supplied to the Contractor by the Engineer during the progress of the Work as it may deem to be necessary or expedient. All such supplemental drawings or instructions are intended to be consistent with the Contract Documents, true developments thereof and reasonably inferable therefrom.
- C. These original and supplemental drawings constitute the Drawings according to which the Work shall be performed. The Contractor shall keep at the site, in sound and legible condition, an approved or confirmed copy of all Drawings and Specifications, of each issue, and shall always give the Engineer or Owner access thereto.
- D. Locations for items shown on the Drawings or described in the Specifications include all mounting, backing, cementing, wiring, plumbing or other details are included in the Contract Price, regardless of whether such details are specifically indicated in the Drawings or Specifications.

3. DEFINITION OF TERMS

The following definitions apply to the Contract Documents:

Activity: As used in connection with the CPM Schedule, the term "Activity" means a discrete portion of the Work for a Project that can be identified for planning, scheduling, monitoring and controlling the Project. "Critical Path Activities" are Activities on the Critical Path; they must start and finish on the planned early start and finish times. A "Predecessor Activity" is an Activity that must be completed before a given Activity can be started.

Addenda: Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the Bidding Documents.

Application for Payment: The form acceptable to Owner, Engineer, and/or RPR as designated by Owner, which is to be used by Contractor when requesting progress or final payments for Work completed and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

Application for Final Payment: The Application for Payment which Contractor submits to the Owner after Contractor has completed each of the requirements for Final Payment as set forth in the Contract Documents.

Bid: The offer or proposal of the Bidder submitted on the prescribed form identifying the prices for the Work to be performed and agreeing to perform the Work in accordance with the Contract Documents.

Bidder: A company submitting a Bid to perform the Work.

Bidding Documents: The Advertisement, Invitation to Bid, Information for Bidders, the Proposal and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

Boulder: A Boulder is defined as a solid mineral mass with a volume of less than 1.00 cubic yards. All boulder removal includes proper disposal as required and is incidental to the Work of the Project. It is not eligible for separate or added compensation.

Bulletin: Bulletin is defined as instrument providing clarification, supplemental information, documentation, or other such communication which neither involves Contract Time or Construction Cost adjustments to the Contract, nor changes the general character of the Work as a whole. Further, Bulletin provides means to transmit written information in a manner which is succinct, easily prepared and issued, and simply documented for future reference, as required. Bulletin does not represent, or suggest, a material change to the Contract. The Owner Engineer, and/or RPR as designated by Owner, may act as the issuing party. If the Contractor takes exception to the content of the Bulletin, it may respond accordingly, as provided in the Contract regarding requirements for disputed Work. This additional communication method is provided for reasons of clarity and convenience only and does not in any way replace or alter other existing requirements of the Contract.

Change Order: A written instrument issued by the Owner, on a Change Order form furnished by the Owner, and signed by the Owner Contractor, and/or the RPR as designated by Owner, modifying (1) the scope of the Work, (2) the Contract Sum or any other cost or fee, or (3) the Contract Time and/or updated CPM Schedule. If one or more of the foregoing items (1) to (3) is not specifically addressed in a Change Order, the parties shall be deemed to have agreed that such item is unaffected by the Change Order.

Construction Agreement: The written instrument, also known as the Agreement, contained in the Contract Documents, between Owner and Contractor concerning the Work.

Construction Contract: The written instrument, which is evidence of the entire and integrated written agreement between the Owner and Contractor covering the Work required by the Contract Documents.

Construction Cost: The total cost to Owner of those portions of the entire Project designed or specified by the Engineer. Construction Cost does not include compensation and costs of the Engineer or other design professionals and other consultants, the cost of land, rights-of-way, or compensation for or damages to properties, or Owner's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to Owner. Construction Cost is one of the Items comprising Total Project Costs.

Contractor: The person or entity with whom Owner enters into a written agreement covering the Work required to be performed or furnished with respect to the Project.

Contract Documents: Documents that establish the rights and obligations of the parties engaged in construction, which include the Construction Agreement between Owner and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award), the notice to proceed, bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all written amendments, Change Orders, Work Directives, Field Orders, and the Engineer's written interpretations and clarifications issued on or after the effective date of the Construction Agreement. Submittals, Shop Drawings returned without exceptions and the reports and drawings of subsurface and physical conditions are not Contract Documents.

Contract Sum: The total of all moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement. The terms Contract Sum and Contract Price may be used interchangeably.

Contract Time(s): The Contract Time is the number of calendar days described in the Construction Agreement in which (or, alternatively, the date set forth in the Construction Agreement by which) Substantial Completion shall be achieved, subject to any extensions granted in executed Change Orders or otherwise specifically permitted by the Contract Documents. Any references to Contract Time shall be interpreted to mean Construction Time. Contract Time also may refer to the days or the dates identified in the Construction Agreement for Contractor to complete the Work so that it is ready for final payment as evidenced by Engineer's and/or RPR's written recommendation of final payment.

CPM Schedule: The term "CPM Schedule" means and refers to the manpower loaded, logic-based progress schedule for the Project using critical path method (or similar, pre-approved method) scheduling technique to create and maintain a current and accurate schedule depicting the actual and expected progress of the Work. All Critical Path Items must be shown on the CPM Schedule, regardless of the duration.

Critical Delay: A delay is a "Critical Delay" if and only to the extent it adversely affects the Critical Path of the Work. When two (2) or more delays occur concurrently, and each such concurrent delay by itself without consideration of the other delay(s) would be critical, then all such concurrent delays shall be considered critical. For the purpose of determining whether and to what extent the Contract Times shall be adjusted, such concurrent Critical Delays shall be treated as a single delay which commences at the start of the delay that begins first and terminates at the cessation of the delay that ends last.

Critical Path: The term "Critical Path" means the longest continuous chain of activities through the network schedule that establishes the minimum time to achieve Final Completion of the Work.

Day: The term "day" as used in the Contract Documents means calendar day unless otherwise specifically designated.

Daily Report: The term "Daily Report" as used in the Contract Documents means the written report prepared by the Contractor, daily and submitted to the Owner on a weekly basis, with copies attached to each Application for Payment.

Defective Work: Work not conforming to the requirements of the Contract Documents, including substitutions not properly "Returned Without Exceptions" and authorized, shall be considered "Defective".

Documents: Data, Reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner for use by the Contractor pursuant to this Agreement as well as Data, Reports, Drawings, Specifications, and other deliverables provided by Contractor where the Contract Documents require Contractor to both design and construct certain aspects of the Work, such as tunnel liners and temporary earth retention systems.

Drawings: That part of the Contract Documents prepared or approved by Engineer or prepared or approved by Contractor's design professionals which graphically show the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

Emergency: An event or condition that creates an imminent and immediate risk of significant damage to persons or property (including the Project and/or completed Work). An event or condition only creates a necessity for Emergency Work if a significant injury to persons or property is likely to occur if the Contractor stops Work and requests instruction from the Engineer. A condition that might pose a threat to persons or property sometime in the future does not create a necessity for Emergency Work.

Engineer: Unless otherwise specifically identified as a design professional under contract with

Contractor, Engineer as used herein shall refer to a design professional hired by the Owner to prepare Drawings and Specifications for the Project, and to assist the Owner in interpreting the Drawings and Specifications during construction. If designated by Owner, the Engineer also shall serve as construction contract administrator of the Project for the Owner with the authority and responsibilities set out in the contract between the Owner and Engineer. Additional services also may be provided at the request of the Owner if needed. Contractor understands and agrees that Engineer's obligation under its contract with Owner are obligations to the Owner only, and Engineer shall have no independent obligation to Contractor to provide services or to take any action or refrain from taking action on behalf of Contractor.

Field Order: A written order issued by Engineer and/or RPR as designated by Owner, which directs minor changes in the Work but which does not involve a change in the Contract Sum or Contract Time.

Final Acceptance: Final Acceptance of the Work will have occurred when Owner has acknowledged Final Completion of the Work, and the Contractor has satisfied (1) all close-out obligations set forth in the Contract Documents to qualify for Final Payment, including, but not limited to, the conditions set forth in the Agreement and (2) the Owner has authorized final payment to the Contractor. The date of the Owner's authorization of Final Payment shall be the date of Final Acceptance.

Final Completion: Final Completion of the Work or a designated portion thereof will have occurred when the Work is fully and finally completed in accordance with the Contract Documents to the satisfaction of Owner, Engineer, and/or RPR as designated by Owner, and Owner issues a written acknowledgement of such completion. Following the receipt of the Owner's written acknowledgement of Final Completion, the Contractor shall be entitled to apply for Final Payment.

Force Majeure Event: The term "Force Majeure Event" means, and is limited to, the following: (1) strikes, lockouts, or picketing (legal or illegal) of an area-wide, trade-wide, owner-wide, or industry-wide nature (a strike, lockout or picket (legal or illegal) specific to the Project site, or directed at the Contractor or one or more of Contractor's Subcontractors or suppliers shall not be considered an area-wide, trade-wide or industry-wide strike, and does not constitute Force Majeure); (2) governmental action (other building laws, regulations or like actions) and condemnation; (3) riot, civil commotion, insurrection, and war; (4) fire or other casualty not the fault of the Contractor, accident, acts of God or the public enemy; (5) extremely unusual adverse weather conditions not reasonably expected for the location of the Work and the time of the year in question, such as tornados, earthquakes, floods and similar events where the Contractor is restricted from accessing the Project site by such adverse conditions for more than one-half the consecutive working days per month (historically severe weather, including, but not limited to temperature extremes, excessive precipitation, and excessive wind shall not be considered Force Majeure weather and must be accounted for in the Bid and all Schedules); (6) abnormal unavailability of fuel, power, supplies or materials that is not the fault of the Contractor; or (7) the passage or unexpected interpretation or application of any statute, law, regulation, or moratorium of any governmental authority that has the effect of delaying the Work, excluding any building statute, law, or regulation as to which any public or advance notice was available prior to its adoption or issuance. "Force Majeure" does not include the unavailability of any building material, equipment, or supply which is necessary for the Project or Work, nor of any supplier, Subcontractor, laborer or other entity or person required for the completion of the Work, except where a sole source material, equipment, or supply is specified in the Contract

GENERAL CONDITIONS

Documents and no other source of such material, equipment, or supply is available in sufficient time to avoid a delay to the Critical Path of the Project Work.

General Conditions: That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

Laws and Regulations: Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, authorities, and courts having jurisdiction.

Lump Sum Price: Lump Sum Price also shall include a "Stipulated Sum" or a Fixed Price" and shall mean the total amount to be paid by the Owner to the Contractor, for the full and complete performance of the Work, or for an identified and defined portion, or element thereof. The Owner shall pay Contractor the Lump Sum Price upon completion of the Work, or according to the payment terms of the Contract.

Notice of Award: A written notice from the Owner to the Contractor awarding the Contract to the Contractor.

Notice of Intent to Award: A written notice sent by the Owner expressing its intention to award the Contract to a particular Bidder. A Notice of Intent to Award is for informational purposes only and does not create any liability or obligation of Owner, either to issue or award the Contract, or for any other cause.

Notice to Proceed: A written communication from the Owner to the Contractor informing Contractor of the date that the Contractor may begin Work on the Project. The Contract Time shall begin to run from the date of the Notice to Proceed. Owner may withdraw a Notice to Proceed and issue a new Notice to Proceed if deemed necessary in Owner's sole discretion. If a Notice to Proceed is withdrawn, the Contract Time shall begin to run from the date of the new Notice. Withdrawal of a Notice to Proceed or the issuance of a new Notice to Proceed shall not create a basis for Contractor to request a time extension or additional compensation.

Observer: A field representative authorized by the Owner.

OCIP: Owner Controlled Insurance Program

Owner's Safety Representative: An individual from the Owner's staff or a third party appointed by the Owner that will represent the Owner in connection with safety matters on the site.

Owner: The Oakland County Water Resources Commissioner, County Agency for the County of Oakland, and/or the statutory Drainage District including its members, employees, agents and representatives.

Owner Delay: An "Owner Delay" is an actual delay to the Contractor's performance of the Work to the extent caused by one or more of the following: (1) Modifications (excluding minor changes in the Work and interpretations), (2) the Owner's failure (or that of any other person for whom the Owner is responsible to the Contractor) to provide in a reasonable manner any product, service, data or information requested by the Contractor, in writing, that is reasonably necessary for the Contractor to perform the Work and is the Owner's obligation to provide (so long as the Owner and any other responsible person are given adequate time to respond); (3) the failure or inability of the Owner to provide access to the Project Site or critical portions thereof due to a failure to obtain a necessary easement or other cause for an unreasonable and unanticipated period of time; or (4) unreasonable and unanticipated interference by the Owner or persons for whom it is responsible with the Contractor's performance of the Work which continues after written notice to the Owner of such interference. Contractor shall not claim an Owner Delay as a result of a condition the Contractor discovered or should have discovered prior to Contractor's submission of its Proposal and/or prior to the Contractor beginning the Work (or any part of the Work).

Project: The project referenced and described in the Agreement and Contract Documents.

Punch List: A list of incomplete or non-conforming items of Work that do not impact Substantial Completion, which do not interfere with the use or occupancy of any part of the Work for its intended purpose and which, unless delayed by the need to order materials that could not reasonably have been anticipated by the Contractor, collectively are capable of being completed within sixty (60) days. Contractor must complete the items on the Punch List prior to Owner's Final Acceptance of the Work.

Record Drawings: The Drawings issued for construction on which the Engineer and/or RPR as designated by Owner, shall show changes due to Addenda or Change Orders or other information which the Engineer and/or RPR considers significant. The Record Drawings shall be prepared and updated during the prosecution of the Work. The Engineer and/or RPR as designated by Owner, shall maintain said Record Drawings in good condition and shall use colored pencils or other methods reasonably acceptable to the Owner to mark-up said set with "record information" in a legible manner to show: (1) deviations from the Drawings made during construction; (2) details in the Work not previously shown, (3) changes to existing conditions or existing conditions found to differ from those shown on any existing Drawings based on information provided by the Contractor or Observer; (4) the actual installed position of various components of the Work; and (5) such other information as the Owner may reasonably request.

Resident Project Representative ("RPR"): The authorized representative of Owner or Engineer assigned to assist Owner and Engineer with certain construction administration, observation, or other tasks at the Site or elsewhere during the Construction Phase. As determined by the Owner, the RPR will either be an agent or employee of the Engineer or Owner and under the direct supervision of the party contracting for the RPR's services. As used herein, the term RPR includes any assistants of RPR agreed to by Owner.

Request for Information ("RFI"): A written communication from the Contractor to the Engineer and/or RPR as designated by Owner, requesting clarification of design Drawings, Specifications, or other Contract Documents, or requesting information needed to perform the Work and not included in the Contract Documents. Contractor also shall submit an RFI if Contractor discovers a conflict or inconsistency in the design documents that cannot be

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resolved by a thorough review of the Contract Documents or application of the priority of documents provisions set out herein.

Returned Without Exceptions: Where used in conjunction with the response of Engineer or Owner to submittals, requests, applications, inquiries, reports, and claims by Contractor, the meaning of the term "returned without exceptions" shall indicate that the Owner or Engineer has, as indicated: (1) reviewed with no exceptions noted, (2) reviewed with exceptions noted and resubmission not required, (3) reviewed with exceptions noted and resubmission required, or (4) rejected with resubmission required. In no case shall review or "approval", "accepted" or "returned without exceptions" by Owner or Engineer be interpreted as a release of the Contractor from responsibilities to fulfil the requirements of the Contract Documents. The Owner and Engineer do not adopt items "approved," "accepted" or "returned without exceptions" as design documents. The Owner and Engineer shall have no liability or responsibility for the failure of an item or procedure to fit or function as intended or to conform to the requirements of the Contract Documents.

Rock: A solid mineral mass with a total volume of greater than 1.00 cubic yard. Rock removal will be paid for on a Time and Materials basis. Solid masses with a volume of less than 1.00 cubic yard are incidental to the Work and all costs to remove and dispose of the Rock properly by Contractor is included in the Contract Price

Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portions of the Work will be judged. Samples shall be protected and remain available until after Final Completion

Safety Director: A qualified or competent person, whichever is required pursuant to MIOSHA safety and health standards for the work being performed, appointed by Contractor to oversee safety on the job site.

Schedule: The term "Schedule" means and refers to the CPM Schedule required by the Contract Documents.

Schedule of Submittals: A schedule, prepared and maintained by the Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

Schedule of Values: A schedule, prepared and maintained by the Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Application for Payment.

Site: Land or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for Contractor's use.

Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to Engineer for review and response. Shop Drawings illustrate some portion of the Work. Engineer shall transmit a final reviewed copy of the Shop Drawings to Owner and RPR.

Specifications: That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and

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certain administrative details applicable thereto.

Subcontractor: An individual or entity having a direct Contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

Submittal: A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

Substantial Completion: The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner, Engineer, and/or RPR as designated by Owner, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended and Contractor has (1) submitted the final versions of all operations and maintenance manuals, and/or other information that may be required by the Contract Documents, embodying such corrections and modifications from initial versions as the Owner shall reasonably request, (2) completed all training and start up requirements in the Contract Documents; and (3) completed all other requirements for Substantial Completion as may be defined elsewhere in the Contract Documents and as evidenced by the Owner's issuance of an acknowledgement of Substantial Completion. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

Supplementary Conditions: That part of the Contract Documents which amends or supplements the General Conditions.

Unit Price: A Unit Price is an all-inclusive total amount to be paid by the Owner to the Contractor for the full performance of each unit of an element of the Work, identified and described in the Contract Documents as Unit Price work items.

Work: The entire completed construction or the various separately identifiable parts thereof including but not limited to all labor, materials, and equipment required to be provided under the Contract Documents to construct the Project. Work includes and is the result of performing or furnishing labor, services (including design services), and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents. The scope of the Work also shall include any or all deviations in the Contract Documents required to meet job conditions and to complete the Work in conformance with the intent of the specific Contract requirements. The Work shall not include activities to be performed, or labor, services, materials, supplies and equipment to be supplied, by Owner hereunder.

Work Directive: A written directive to the Contractor issued on or after the effective date of the Construction Agreement and signed by Owner, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Directive will not change the Contract Sum or the Contract Times but may be issued when the parties expect that the change directed or documented by a Work Directive may be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Sum or Contract Times. A Work Directive also may be issued when the Contractor and the Owner are in a dispute as to whether there is a change in the Contract Documents, or whether a change is compensable to the Contractor, or requires a credit to the Owner. In such case, the Work Directive requires the Contractor to proceed with the Work addressed therein, without any determination or evidence of any intent to enter into a Change Order, or right to an increase in the Contract Sum or additional time.

4. ENGINEER'S STATUS

- A. The Engineer has authority to recommend to the Owner that the Work be stopped, whenever such stoppage may be necessary to ensure the proper execution of the Contract.
- B. The Engineer also shall have authority to reject all Work and materials that do not conform to the Contract, and to decide questions that arise in the execution of the Work.
- C. The Engineer shall serve as the construction contract administrator for the Owner and all communications between the Owner and Contractor shall be through and/or by the Engineer. The Engineer also shall fulfill the roles specifically prescribed to the Engineer elsewhere in the Contract Documents, and as may be assigned in writing by the Owner.
- D. The Engineer shall not have authority to bind the Owner but shall only communicate Owner's decisions and/or instructions.
- E. The Engineer shall review and approve or take other appropriate action upon the design calculations and drawings submitted by Contractor's design professionals as required by the Contract Documents, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Engineer's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, all of which remain the responsibility of the Contractor as required by the Contract Documents.
- F. At the Owner's discretion, the authority, rights and responsibilities granted or assigned to Engineer in this Article and throughout the Contract Documents may be assigned to an RPR under direct contract with the Owner. In those instances in which the Owner elects to (1) assign certain authority or responsibilities to such RPR or (2) authorize the RPR to receive certain information or documentation from the Contractor, including, but not limited to, test results or submittals, Owner will identify to Contractor which provisions in these General Conditions, the Supplementary Conditions or the other Contract Documents fall within the responsibilities of the RPR rather than the Engineer, or those provisions which are deemed a joint responsibility of the RPR and Engineer.

- G. Notwithstanding the above, Contractor's duties and responsibilities as set forth in the Contract Documents, including those of Contractor's design professionals, shall at no time be in any way diminished by reason of any approval by the Engineer, RPR, or Owner of any design documents, construction documents, or other submittals required by the Contract Documents to be furnished by Contractor, nor shall Contractor be released from any liability by reason of such approval by the Engineer, RPR, or Owner, nor shall such review relieve the Contractor of responsibility for compliance with the requirements of the Contract Documents it being understood that the Owner, Engineer, and RPR at all times are ultimately relying upon the skill and knowledge of the Contractor and its design professionals in preparing such design documents, construction documents, and all other deliverables of Contractor to be provided hereunder.

5. OBSERVER'S STATUS

- A. The Engineer may appoint on the job Observers who shall be under the direction of the Engineer. The Observers of the Work will inform the Engineer as to the progress of the Work, the way it is being done, and the quality of the materials being used. The Observer may call to the attention of the Contractor any failure to follow the Drawings and Specifications that may be observed but will have no obligation to the Contractor to do so. The Observer shall have the authority to reject materials or suspend the Work until questions on the performance of the Work can be referred to and decided by the Engineer but will have no obligation to the Contractor to do so. The Observer shall have no authority to direct the Contractor's Work or workmen, to supervise the Contractor's operations or to change the Plans or Specifications, unless otherwise noted in the Contract Documents.
- B. In no instance shall any action or omission on the part of the Observer constitute a direction to perform changed or extra Work, create any obligation for the Owner to provide additional compensation to the Contractor, nor release the Contractor from the responsibility of completing the Work in accordance with the Contract Documents.
- C. In an effort to assist Contractor to comply with the Drawings and Specifications, the Engineer is authorized, but not required to, issue a "Notice of Non-Compliance" to Contractor, advising Contractor of possible elements of Work that may not be in conformance with the Contract Documents, and/or which require correction. Engineer shall take such actions in its sole discretion.

6. CONTRACTOR'S RESPONSIBILITY

- A. The Contractor shall assume full responsibility for the Work and take all precautions for preventing injuries to persons and property on or about the Work; shall bear all losses resulting to it on account of the amount or character of the Work or because the conditions under which the Work is performed are different, or because the nature of the ground in which the Work is performed is different from that which was estimated or expected, or on account of the weather, floods, elements, or other causes. The Contractor shall assume the defense of and save harmless the Owner, its individual officers and agents and all other parties to whom Contractor owes an indemnity obligation under the Contract Documents from (at times, "Indemnified Parties"), all

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claims relating to design services provided, labor provided and materials furnished for the Work; to inventions, patents, and patent rights used in doing the Work; to injuries to any persons or property received or sustained by or from the Contractor, its agents or employees in doing the Work or arising out of the Work performed or to be performed and to any act, or neglect of the Contractor, its design professionals, agents or employees; and as otherwise provided in these Contract Documents.

- B. The mention of any specific duty or liability of the Contractor in this or in any part of the Contract Documents shall not be construed as a limitation or restriction upon any general liability or duty imposed on the Contractor by the Contract Documents, or in law or equity.
- C. When engineering or design services are required under the Contract Documents, Contractor shall cause such services to be provided by properly licensed design professionals, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professionals. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Engineer. The Owner and the Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Engineer have specified to the Contractor all performance and design criteria that such services must satisfy.
- D. The agreements between Contractor and its design professionals shall be in writing. These agreements, including services and financial arrangements with respect to this Project, shall be promptly and fully disclosed to the Owner.
- E. Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and Sub-Subcontractors of any tier and their respective agents and employees, and other persons or entities, including design professionals, performing any portion of Contractor's obligations under the Contract Documents. Reference in the Contract Documents to the Work, obligations, acts or omissions of the Contractor shall be interpreted to apply to those of its Subcontractors, Sub-Subcontractors of any tier, material suppliers, design professionals and their respective agents and employees irrespective of whether such other entities are specifically identified in such reference.
- F. Contractor shall obtain from each of its design professionals and furnish to the Owner certifications with respect to the documents and services provided by such professionals (a) that, to the best of their knowledge, information and belief, the documents or services to which such certifications relate (1) are consistent with the Project Specifications set forth in the Contract Documents, except to the extent specifically identified in such certificate, (2) comply with applicable professional practice standards, and (3) comply with applicable laws, ordinances, codes, rules and regulations governing the design of the Project as they are in effect at the commencement of the Project; and (b) that the Owner and the Engineer shall be entitled to rely upon the accuracy of the representations and statements contained in such certifications.
- G. Contractor shall supervise and direct the Work, using the Contractor's best skill and

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attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Engineer and shall not proceed with that portion of the Work without further written instructions from the Engineer. If the Contractor is then instructed in writing to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

- H. Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.
- I. The Contractor shall submit Daily Reports to the Owner on a weekly basis. The Daily Report shall, at a minimum, include the following:
- 1) A description of the Contractor's Work activities for the day; a work force count by trade for Contractor and Contractor's Subcontractors;
 - 2) A listing of any deliveries;
 - 3) A listing of all equipment on the Project and the use of each piece of equipment for that day;
 - 4) A listing of all persons who visited the Project;
 - 5) Any safety violations or suspected safety violations;
 - 6) A description of any event or other matter that has or may adversely impact Contractor's ability to perform the Work in accordance with the Contract Documents and its actual or anticipated impact on the Work

In addition to any other applicable requirements in the Contract Documents, Contractor's right to submit a claim for any Critical Delay or other matter that adversely impacts the Work is conditioned on Contractor's submission of its Daily Report describing the matter, and Contractor waives and releases any claim in connection with a matter that is not adequately described in Contractor's Daily Reports. Contractor's Daily Reports shall not serve as a substitute for, or relieve Contractor of its obligation to provide, formal written notice to Owner as required elsewhere in the Contract Documents of any Critical Delay or other matter that has or may adversely impact Contractor's ability to perform the Work in accordance with the Contract Documents, and the Contractor waives any claim that does not strictly comply with such requirements and agrees that Owner's actual or constructive notice of the claim will have no effect on the claim or Contractor's waiver of it.

7. PERMITS AND REGULATIONS

- A. The Contractor shall secure, at no cost to the Owner, all permits and licenses necessary for the prosecution of the Work. The Contractor shall keep itself fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the Work, or the 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.
- B. At all times, the Contractor shall observe and comply with and shall cause all its 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.
- C. The Contractor shall comply with the requirements of the Part 91 of P. A. 451 of 1994, as amended, the Soil Erosion and Sedimentation Control Act. The work, consisting of measures and practice to minimize erosion damage to the work area while the Contract is in force, including, but not limited to, the installation and maintenance of silt fence, sediment traps, or other measures that may be required, shall comply with P.A. 451. Owner is an authorized public agency and will perform Soil Erosion and Stormwater Operator inspections for the Project at no cost to the Contractor.
- D. During construction, the Contractor shall provide a flagman as may be required for the safety and convenience of the public. Traffic controls required shall be in accordance with the Michigan Manual of Uniform Traffic Control Devices, latest Edition, by MDOT. The cost shall be considered incidental.

8. SUBCONTRACTS

- A. The Contractor is responsible for the performance of all Work by Subcontractors and retained design professionals, if any, and to ensure that all Subcontractors and design professionals comply with each requirement of the Contract Documents that is applicable to their Work or services. If the Contractor shall cause any part of the Work under this Contract to be performed by a Subcontractor or design professional, the provisions of this Contract shall apply to such Subcontractor and/or design professional and their respective officers and employees in all respects as if it and they were employees of the Contractor, and the Contractor shall not be in any manner thereby relieved from its obligation and liabilities; and the Work, services and/or materials furnished by the Subcontractor or design professional shall be subject to the same provisions as if furnished by the Contractor.
- B. The Contractor shall include in all subcontracts or design service agreements such terms and conditions as necessary to require compliance by Subcontractors and design professionals with all requirements of the Contract Documents, including without limitation, Insurance Provisions, Dispute Resolution Provisions, and all requirements set out in the Information for Bidders.
- C. The Contractor may not subcontract portions of the Work for which the Contractor was

required to list a Subcontractor under the provisions of the Information for Bidders and did not list any Subcontractor, or listed its own name, to perform the Work without the written consent of the Owner. Such consent shall not be unreasonably withheld.

- D. Assignment or subletting any portion of this Contract shall not operate to release the Contractor or its surety hereunder from any of the Contract obligations.
- E. The Contractor shall not employ any Subcontractor or design professional that the Engineer or Owner may object to as not responsible, insufficiently qualified, or otherwise unacceptable in the sole and absolute discretion of the Owner. Neither Owner nor Engineer shall have any liability as a result of their objection to a Subcontractor or design professional, and Contractor shall defend, indemnify and hold harmless the Owner and the Engineer to the full extent set out in the indemnity clause in the Contract Documents in the event that any person or entity makes a claim or files any form of legal action based on such objection to a Subcontractor or design professional and/or the subsequent replacement of that Subcontractor or design professional in relation to this Project.

9. OTHER WORK - COORDINATION

- A. The Owner may perform other Work related to the Project at the Site by Owner's own forces, have other Work performed by utility owners or let other direct contracts therefore which shall contain General Conditions similar to these. If the fact that such other Work is to be performed was not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other Work; and, if Contractor believes that such performance will involve additional expense to Contractor or requires additional time and the parties are unable to agree as to the extent thereof, Contractor may make a claim in strict conformance with the requirements of the Contract Documents.
- B. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or Owner, if Owner is performing the additional Work with Owner's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such Work, and shall properly connect and coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Article are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If any part of Contractor's Work, for proper execution or results, depends upon the work of any such other contractor or utility owner (or Owner), Contractor shall inspect and promptly report to Engineer in writing, any delays, defects, or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work except for latent or non-apparent defects

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and deficiencies in the other work.

- D. If Owner contracts with others for the performance of other work on the Project at the Site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Specifications, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Specifications. Unless otherwise provided in the Specifications, neither Owner nor Engineer shall have responsibility, nor shall the Engineer have any authority, in respect to such coordination.

10. GENERAL REQUIREMENTS FOR MATERIALS AND WORKMANSHIP

- A. 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 kinds and quality of materials as the Engineer may require.
- B. The Contractor shall furnish suitable tools and building appliances and employ competent labor to perform the Work, and any labor or tools or appliances that are not, in the judgment of the Engineer, suitable or competent to produce the intended result may be rejected by the Engineer, and such labor or tools or appliances shall promptly be replaced by the Contractor with such labor, tools or appliances as will be determined to be without exceptions by the Engineer.
- C. If not otherwise provided, material or Work called for in this Contract shall be furnished and performed in accordance with well-known established practices and standards recognized by architects, engineers, and the trade. In the absence of specific installation instructions in the Specifications, the manufacturers' recommendations shall govern.
- D. If any type of machinery, equipment, or tools are specifically needed to prosecute the Work in an orderly, workmanlike manner, the Engineer may so direct the Contractor to procure same, before Work is continued.

11. TESTING AND SAMPLING

- A. Where called for in the Specifications, samples of materials in the quantity named shall be submitted to the Engineer and returned without exceptions or modified to address any exceptions taken. Where tests are required, testing shall be made at the expense of the Contractor, except as specifically and expressly otherwise called for in the Specifications. For materials covered by ASTM or Federal Specifications, unless otherwise stipulated, the required tests are to be made by the manufacturer and its certificate submitted to the Engineer. The times for those activities shall be reflected in the Schedule of Submittals.

12. EQUIPMENT CERTIFICATION

- A. The Contractor shall establish and maintain documented procedures to control, calibrate, and maintain inspection, measuring, and test equipment that the Owner will

use to inspect the Work. The Contractor also shall provide documentation of the required training of personnel performing the Work

- 1) The Contractor shall identify all inspection, measuring, and test equipment to be utilized in the scope of the Work per Owner's Specifications and/or the requirements of the Contract Documents.
- 2) The Contractor shall identify inspection, measuring, and test equipment with a suitable indicator or approved identification record to show the calibration status (a serial number traceable to the device calibration record meets the intent of the requirement).
- 3) A qualified in-house laboratory or a qualified commercial/independent laboratory shall conduct calibration of inspection, measuring, and test equipment every six months, or sooner as needed. The Contractor shall maintain records as evidence of control. Accuracy will be as recommended by the manufacturer in its published literature, or if not published it will be $\pm 1\%$ or better.
- 4) The performance limits of all equipment being used must meet or exceed the requirements of the respective test. See specific Specifications for further details.
- 5) Subcontractors will be held to the same standard as provided in this Article 13.

B. Documentation will be submitted upon request to the Owner.

13. LINES AND GRADES

- A. The Owner will establish principle reference lines or lot lines, benchmarks and all other lines and levels necessary to the location and construction of the Work under the Contract. The Contractor shall give the Owner and Engineer 72 hours (3 business days) notice when construction stakes will be required.
- B. The Engineer will set suitable stakes and marks showing the locations and elevations of the various parts of the Work and will furnish the Contractor with "cut sheets" referring to the reference points. No Work shall be undertaken until such stakes and marks shall have been set by the Engineer. The Contractor shall take due and proper precautions for the preservation of these stakes and marks and shall see to it that the Work at all times proceeds in accordance therewith and shall provide all labor and material to set required batter boards and locate the Work accurately with reference to the above points
- C. The Owner will provide one set of line and grade stakes for sewer and water main construction. The cost of additional staking will be charged to the Contractor.

14. PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall continuously maintain adequate protection of all its Work from damage and shall protect all public and private property abutting the Site from injury or loss arising in connection with this Contract. Contractor shall, without delay, make good any such damage, injury or loss, and shall defend and save the Owner and all other Indemnified Parties harmless from all such damages or injuries occurring because of the

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Work. Contractor shall furnish and maintain all passageways, barricades, guard fences, lights, and danger signals, provide watchmen and other facilities for protection required by public authority or by local conditions or as directed by the Engineer, all at no additional cost to the Owner.

- B. In an Emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, shall take such action as may be necessary to prevent such threatened damage, injury, or loss. The Contractor shall immediately notify the Engineer of all Emergency conditions (confirmed in writing within 24 hours) and shall follow the instruction (if any) of the Engineer; however, the Contractor shall not allow the endangerment of life, or of the Work or of adjoining property while attempting to notify the Engineer or waiting to determine whether the Engineer will provide any instructions.
- C. In all cases, the Contractor shall respond to all non-Emergency claims from property owners or the public within three (3) days. Contractor shall immediately notify Engineer of all non-Emergency claims and shall follow the instruction (if any) of the Engineer.
- D. The Contractor shall assume full responsibility for loss or damage to the Work during the entire construction period resulting from caving earth and from storms, floods, frosts, and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the Owner, including fire, vandalism and malicious mischief, and shall turn the finished Work over to the Owner in good condition and repair, at the time of the Final Payment. This provision shall not modify definition of Force Majeure, as defined in the Contract Documents. For the purpose of this Article, the decision of the Engineer, with respect to existing conditions and for the need for corrective action by the Contractor, shall be final.

15. RESPONSIBILITY FOR ADJOINING STRUCTURE AND TREES

- A. The Contractor shall assume full responsibility for the protection of all pavements, curbs, bridges, railroads, poles, buildings, and any other surface structure and all water mains, sewers, telephone, gas mains, and other underground services and structures along and near the Work which may be affected by its operations, and shall indemnify, defend, and save harmless the Owner and all other Indemnified Parties against all damages or alleged damages to any such structure arising out of its Work. The Contractor shall bear the cost of repair or replacement of any such structure damaged as a result of its operations.
- B. No trees or shrubbery of any kind shall be removed or destroyed by the Contractor unless otherwise specifically stipulated in the Contract Documents. The Contractor will be held fully responsible for any damages caused by its Work to trees and shrubs adjoining the Work. Ample precautions shall be taken by the Contractor to protect such trees and shrubs as are to remain in place by surrounding them with fences or other protection before construction Work begins. Shrubby that must be removed shall be preserved and replaced in a manner acceptable to the Owner, or as specified by the Contract Documents.

16. MAINTENANCE OF SERVICE

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- A. Drainage through existing sewers and drains shall always be maintained during construction and all nearby gutters shall be kept open for drainage. Where existing sewers are encountered in the line of the Work which interfere with the construction, the flow in the sewers, including both dry weather flow and storm flow, shall be maintained by constructing a satisfactory flume or by any other means allowed in writing by the Engineer.
- B. All detours shown on the Drawings or required because of the Contractor's operations shall be built and maintained at the Contractor's expense and fully comply with the requirements of authorities having jurisdiction over the Project.
- C. Safety precautions shall be followed at all street openings; substantial barricades shall be erected as deemed necessary to prevent accidents to vehicular or pedestrian traffic and red flags by day and red lights by night shall be diligently posted by the Contractor at all points of possible danger. In case detours or other traffic instructions are necessary, suitable warning or direction signs shall be erected and maintained by the Contractor. In all cases, the detour roadways shall be maintained and kept free from undue dust and ice conditions and reasonably graded.
- D. Barricades, flags and other traffic control devices shall be in accordance with the current edition of the Michigan Manual of Uniform Traffic Control Devices.
- E. 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 Drawings, street intersections may be blocked but only one-half at a time, and the Contractor shall lay and maintain temporary driveways, bridges, and crossings that are, in the opinion of the Engineer, necessary to reasonably accommodate the public.
- F. In the Contractor fails to comply with these provisions, the Owner may, with notice, cause the same to be done, and will deduct the cost of such work from any money due or to become due the Contractor under this Contract, but the performance of such work by the Owner, or at its insistence, shall serve in no way to release the Contractor from its general or particular liability for the safety of the public or the Work.

17. STORAGE OF MATERIALS

Materials and equipment distributed, stored, and placed upon or near the Site of the Work shall at all times be so located so as not to interfere with the prosecution of Work or the work of other contractors under contract with Owner, if any; street drainage; fire hydrants or access thereto; or unreasonably inconvenience the public from access to or use of their property. All storage of materials and equipment shall comply with the manufacturer's recommendations, unless otherwise set forth in the Contract Documents. The Contractor shall comply with all related local ordinances and obtain any necessary permits.

18. RELATION TO OTHER CONTRACTORS

The Contractor shall prosecute the Work so as not to interfere with or injure the work of other contractors or workmen employed on adjoining or related work. Contractor shall promptly make good any injury or damage which may be done to such work by Contractor, its employees, agents or anyone for whose conduct it is responsible. 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 work with both contractors to coordinate their respective work to minimize and mitigate any delay to their respective schedules.

19. SAFETY AND PROTECTION

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor's safety program shall comply with the provisions of MIOSHA Construction and Health Standards. Contractor shall provide the Owner's Safety Representative with a copy of Contractor's written safety plan prior to the commencement of the Work. The Owner's Safety Representative shall have no duty to review the plan and shall assume no duty by doing so. Contractor also shall comply with the Owner's safety and security requirements for the Project, as contained in the Contract Documents. The Contractor shall comply with all safety policies, directions and requirements and shall not claim or assert entitlement to additional time or compensation for such compliance.
- B. The Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to the following:
- 1) All persons on the Work Site and all other persons who may be affected thereby
 - 2) All Work, materials and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody or control of the Contractor
 - 3) Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction
 - 4) The property of the Owner or other separate contractors

All damage, injury or loss to any of the above-mentioned property caused directly or indirectly, in whole or in part by the Contractor and/or Contractor's Subcontractors,

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suppliers or any parties employed by any of them, shall be remedied by the Contractor, at its sole expense.

- C. Prior to any excavation, the Contractor shall contact MISS DIG for the location of underground pipeline and cable facilities and shall also notify representatives of other utilities located in the vicinity of the Work. MISS DIG requires three (3) working days advance notice for the staking of utilities.
- D. Contractor shall notify owners of adjacent properties when prosecution of the Work may affect them.
- E. Contractor shall erect and maintain, as required by law, or authorities having jurisdiction, all safeguards for the safety and protection of persons and property, including but not limited to, the posting of danger signs and other warnings against hazards, promulgate safety regulations, and notify owners and users of adjacent utilities of potentially dangerous conditions. At the end of each working day, the Contractor shall be responsible for checking and confirming that the construction area is made as safe as possible for the public, that open trench areas are fenced and/or barricaded, that traveled roadways along the construction areas are secured with barricades, flashers, etc., and that equipment is stored and material stockpiled adequately away from roads, and that adequate sight distances are maintained.
- F. When the storage of hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel. Persons involved in these activities shall be properly trained and licensed. Contractor is responsible for confirming such persons have proper qualifications. Explosives are banned from the Work Site. If Contractor wishes to use explosives, it shall obtain written permission to do so from the Owner, submitting a plan to safely do so. Owner will determine in its sole and unfettered discretion, what additional insurances and safeguards will be required of the Contractor to allow the use of explosives. Contractor shall not be entitled to any increase in the Contract Sum or Contract Times due to conditions imposed by Owner to allow explosives on Site.
- G. Owner's Safety Representative as defined above shall not have control over, or charge of, and shall not be responsible for safety precautions and programs in connection with the Work. Nonetheless, Owner's Safety Representative shall have the right, among others, to review and provide comment on Contractor's written safety plan, observe the implementation of Contractor's safety program while the Work is in progress, require Contractor's Safety Director to report on Contractor's safety measures and accident reporting procedures, and to stop the Work in the event Contractor is engaged in an unsafe practice and/or is failing to comply with applicable safety rules and regulations while prosecuting the Work. Any actions taken by Owner or its Safety Representative relative to safety on the Project site shall not constitute the assumption of, nor relieve Contractor of its obligation to comply with its contractual and statutory obligations to provide a safe workplace as provided in the Contract Documents. Contractor acknowledges and understands that Owner is relying on Contractor's experience, knowledge and expertise in all matters pertaining to safety. The issuance by Owner's Safety Representative of any instruction or directive to improve safety at the site shall not be cause for Contractor to claim entitlement to additional time or compensation.

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- H. Contractor shall designate a Safety Director as defined above. The responsibilities of the Safety Director shall include, but not be limited to the following:
- 1) Formulate, administer, and make necessary changes in Contractor's accident prevention program.
 - 2) Make regular monthly reports to Contractor and the Owner's Safety Representative of the safety process.
 - 3) Maintain accident record system, make accident reports, investigate accidents, and check to see corrective action is taken.
 - 4) Assist in training employees in safety.
 - 5) Make personal safety inspections and supervise safety inspections made by safety committees and others for the purpose of discovering and correcting unsafe work practices before they cause accidents.
 - 6) Make certain that Contractor, its subcontractors and employees comply with applicable federal, state, and local safety laws or ordinances.
 - 7) Initiate and conduct activities that will stimulate and maintain the interest of employees of Contractor and its subcontractors in safety.
 - 8) Work with safety committees, if any.
- I. Contractor certifies that Contractor, its employees, agents, subcontractors, and assigns will strictly follow all Michigan Occupational Safety & Health Administration ("MIOSHA") safety and health standards relevant to the Work performed for the Owner, its drainage districts, municipal customers, private systems, or other customers, at any and all times while the Work is being performed.
- J. If the Safety Director or other qualified or competent person is not present on the job site, then Work must not proceed until such person is present.
- K. Prior to the commencement of the Work, Contractor shall provide the Engineer and the Owner's Safety Representative with the name of the Safety Director and a list of other qualified or competent persons who can serve in the capacity of the Safety Director should the Safety Director be absent from the site.
- L. If at any time, any of the information provided to the Owner or Owner's Safety Representative regarding the identity of the Safety Director or any other qualified safety representatives of the Contractor changes, the Contractor shall notify the Owner or Owner's Safety Representative in writing prior to the performance of any further Work on a job site.
- M. In any Emergency affecting the safety of persons or property, the Contractor shall act immediately, at the Contractor's discretion, to prevent threatened damage or loss. The Contractor shall immediately stop any activity or operation affecting safety until the

condition is corrected. If the Project is found not to follow safety standards, the Contractor must take immediate action to bring the Project into compliance and complete the remedial action as soon as possible.

- N. Contractor hereby guarantees, as minimum standards to the Owner, that all materials, supplies and equipment listed in the Proposal, Agreement or purchase order meets the requirements, specifications and standards as provided for under the Michigan Occupational Safety and Health Act, P.A. No. 154 of 1974, as amended, and in force at the date hereof and all other applicable ordinances, codes, standards, etc. including the Michigan Right to Know Law.
- O. Contractor shall coordinate Safety and Protection programs with the authorities having jurisdiction over the construction sites (i.e.: MDOT, RCOC, etc.).
- P. Contractor also shall comply with all OCIP requirements and with the OCIP Safety Manual, if applicable to the Project.
- Q. Prior to the start of construction, Contractor shall submit a copy of its Confined Space Entry Program, complying with OSHA/MIOSHA requirements, to the Owner's Safety Representative for review and approval.

20. CONTRACTOR'S SUPERVISION AND ORGANIZATION

- A. The Work under this Contract shall be under the direct charge and direction of the Contractor. The Contractor shall give efficient project management and superintendence to the Work, using its best skill and attention. The Contractor shall, always during the prosecution of the Work, employ and maintain a competent full-time on-site superintendent and a full-time on-site project manager and any and all necessary foremen and assistants on the Site of the Work through Final Completion of the Work. Contractor shall hire separate employees to fulfill the responsibilities of the superintendent and project manager. The superintendent shall represent and have full authority to act for the Contractor and all directions and communications given to the superintendent shall be binding as if given to the Contractor.
- B. The Contractor shall not employ a proposed superintendent or project manager to whom the Owner or Engineer has made reasonable and timely objection. The Contractor also shall not replace key personnel, including but not limited to, the project manager and site superintendents, except as provided herein, without written consent of the Engineer, which shall not unreasonably be withheld or delayed.
- C. The Owner reserves the right to require the Contractor, or any Subcontractor, to remove and replace any superintendent, project manager, foreman, or other supervisory or management personnel, with or without cause. Cause for such removal and replacement shall include, but not be limited to: (1) failure or refusal to carry on the Work in accordance with the Contract Documents; (2) failure or refusal to carry on the Work in accordance with the instructions of the Owner; (3) possession on the jobsite of a firearm, or knife with a blade over 2" in length, or other illegal weapon; (4) possession or use of alcoholic beverages on the Project Site, use or storage of fireworks at the Project Site, or possession or use of illegal substances, non-prescribed narcotics and/or paraphernalia; (5) failure to follow safety policies or procedures; (6) conduct unbecoming a professional;

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(7) threats, bullying, verbal abuse, use of racial slurs or other inappropriate language; (8), actions that may hazard others; or (9) sexual harassment of others, on or off the Site. Contractor shall not be entitled to any additional time or compensation resulting from the removal and replacement of such personnel.

- D. The Contractor shall employ only competent, efficient workers and shall not use on the Work any unfit person or one not skilled in the Work assigned to them. Contractor shall always enforce strict discipline and good order among its employees. Whenever the Engineer shall notify the Contractor, in writing, that any employee on the Project is, in the opinion of the Engineer, careless, incompetent, disorderly, or otherwise unsatisfactory, such employee shall be discharged from Work on this Project or any other project for Owner and shall not be re-assigned to the Project or any other project of the Owner except with the written consent of the Engineer.
- E. The Contractor shall establish and maintain an office on the Site of the Work, or at some convenient location adjacent thereto, during the prosecution of the Work. At all times during working hours, the office shall be staffed with a representative of Contractor authorized to receive and execute any and all orders, when given by the Engineer; and such orders, when issued and received by said representative, shall be deemed to have been given to and received by the Contractor.
- F. The Contractor shall maintain at the Site for the Owner and Engineer one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals, Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Engineer, Owner, and RPR and shall be delivered to the Engineer and/or RPR as designated by Owner for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

21. INSPECTION OF WORK AND MATERIALS

- A. The Owner, the Engineer, the RPR, and their respective employees shall at all reasonable times have the right to enter the Site, or any location where Contractor is storing materials for the Project, to inspect the Work and materials, and to ascertain whether Contractor is prosecuting the Work in accordance with the Contract Documents. Contractor shall furnish all reasonable facilities and grant ample time for such inspection. All materials shall be subject to mill and shop inspection as provided by the Specifications.
- B. The Contractor shall promptly remove from the Site all materials rejected by the Engineer as failing to meet Contract requirements, whether incorporated in the Work or not, and shall promptly replace and re-execute its own Work in accordance with the Contract without expense to the Owner. Contractor also shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.
- C. If the Contractor does not remove such rejected Work and materials promptly, after receipt of written notice, the Owner may remove them and store the material at the expense of the Contractor.

- D. If a portion of the Work is covered contrary to the Engineer's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Engineer, be uncovered for the Engineer's examination and be replaced at the Contractor's expense without change in the Contract Time.
- E. If a portion of the Work has been covered that the Engineer has not specifically requested to examine prior to its being covered, the Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.
- F. The Contractor shall promptly correct Work rejected by the Engineer or failing to conform to the requirements of the Contract Documents or damaged before Substantial Completion from any cause, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected or damaged Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense.
- G. The Contractor shall give the Owner 72 hours (3 working days) written notice prior to the commencement of each major item of construction so that the Owner has ample time to schedule inspection.

22. SUBMITTALS

- A. The Contractor shall submit to the Engineer full information as to the materials, equipment, and processes that the Contractor proposes to furnish. This information shall be complete so that the Engineer may intelligently judge if the proposed materials, equipment, and processes will meet the Contract requirements. The Engineer shall review and return the submittals with or without exceptions, and in no event shall the Engineer's review be treated or deemed an approval, or as acceptance of a substitute or of an equal without fully complying with the processes required in the Contract Documents.
- B. Where called for in the Specifications, the Contractor shall submit the Submittals to the Engineer for review not less than two (2) hard copies and an electronic PDF file of Details, Specifications, Cuts and Shop Drawings of such equipment and structural work as may be required. By submitting the Submittals, the Contractor represents to the Owner and Engineer that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Each Submittal must bear a stamp or specific written certification that the Contractor has satisfied the Contractor's obligations under the Contract Documents with respect to the Contractor's review of that Submittal, and that the Contractor approves the Submittal.

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- C. The Engineer will check and review the Submittals with reasonable promptness and within any time limits set forth in the Schedule of Submittals and will return them as hereinafter described, indicating by notation, or by written instructions, or other directions, any corrections, which in the judgment of the Engineer, may be necessary to meet the requirements of the Contract Documents. The Contractor shall then review such notations, instructions, or directions, and if the Contractor concurs therein, shall make or have made such corrections, and shall, when so noted on the Submittals or requested by the Engineer, resubmit corrected Submittals to the Engineer as soon as possible, for final check and review. Should the Contractor question or disagree with such notations, instructions, or directions, the Contractor shall direct the Engineer's attention to same for further clarification before resubmitting them. Corrections or changes indicated on submittals shall not be construed as an order for a change in the Work or to perform extra work and shall not constitute a change or alteration to the Contract Documents.
- D. The return of information covering materials, equipment, and processes by the Engineer shall in no way release the Contractor from its responsibility for the proper design, installation, and performance of any material, equipment, or arrangement, or from its liability to replace same should it prove defective or unsuitable.
- E. Prior to commencing any Work, the Contractor shall provide a Schedule of Submittals indicating the dates upon which the Contractor anticipates providing each submittal and the dates upon which the Contractor anticipates obtaining a return of the submittal without exceptions. This Schedule of Submittals shall identify by Section, Subsection, and Article each item required by the Contract Documents to be submitted for review, record, or information. For products to be used in the Project the Schedule of Submittals shall include and identify the planned dates for material ordering; shop drawing, product data, and sample preparations; dates submittals are planned for; adequate time for the Engineer's review; time required for fabrication and delivery of item; and the date on which the material is required on Site to comply with the installation activity shown on the Project Schedule. This Schedule of Submittals shall allow sufficient time for review and consideration of the submittals and for correction of any exceptions identified by the Engineer. The Schedule of Submittals shall be updated monthly to reflect the progress of submittals and returns without exception, adjustments for delays, and submittals where the Engineer has indicated an exception and required changes to the submittal.
- F. The submission and return without exceptions of the Schedule of Submittals and updates shall be a condition precedent to payment on any Application for Payment submitted under the terms of the Contract Documents. In addition, Engineer may refuse to recommend payment and Owner may refuse to make payment for any Work performed by the Contractor either (a) prior to obtaining a shop drawing submittal from the Engineer, with a status of "Returned Without Exceptions or Reviewed with Exceptions Noted and Resubmission Not Required" with authorization to proceed as indicated or (b) if Contractor fails to obtain or provide any required reviews, approvals, clearances, or permits required for the Work.
- G. No Work shall be undertaken, nor invoiced for, until the Engineer has returned the Submittals either Returned Without Exceptions or Reviewed with Exceptions Noted and Resubmission Not Required with authorization to proceed. Submittals shall be revised

as necessary until returned by the Engineer without exceptions, or exceptions as noted with authorization to proceed.

- H. The Engineer's review shall not relieve the Contractor of responsibility for errors in the Submittals or other submissions, as the Engineer's review is for the limited purpose of checking for conformance with the Owner's objectives and goals. Review of such submittals will not be conducted for the purpose of determining their accuracy and completeness of details, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor.

23. REQUEST FOR INFORMATION

- A. A Request for Information (RFI) is a written communication from the Contractor to the Engineer and/or RPR as designated by Owner requesting clarification of design Drawings, Specifications, or other Contract Documents, or requesting information needed to perform the Work and not included in the Contract Documents. Contractor also shall submit an RFI if Contractor discovers a conflict or inconsistency in the design documents that cannot be resolved by a thorough review of the Contract Documents or application of the priority of documents provisions set out herein.
- B. Each RFI shall include a realistic date by which the Contractor needs a response to the RFI in order to avoid delay to the Project. The Contractor shall allow ample time for review and response to the RFI given the nature and complexity of the issue. RFIs shall be submitted a minimum of five working days before a response is necessary, but for complex issues or issues requiring extensive review or research, additional time may be required. RFIs shall be submitted immediately upon determination by the Contractor that clarification or information is needed. Contractor shall not submit multiple RFI's at the same time to overwhelm the Engineer or impact the Engineer's ability to perform its duties regarding the Work on the Project.
- C. The Contractor shall not submit RFIs requesting information that is contained in the Drawings, Specifications or other Contract Documents, or seeking information that already was supplied in response to prior RFIs, or for information which is available by applying industry standards, practices, common sense, or good workmanship. Contractor shall not submit multiple RFI's that can be answered by a single response and applied at multiple locations; or multiple RFIs requesting the same information in different ways. RFIs which are determined to request information that is available in the Contract Documents, or Engineer is asked to interpret and decide matters concerning the requirements of the Drawings and Specifications which the Engineer determines to be clear and unambiguous or otherwise violate these provisions will be rejected and returned to the Contractor by the Engineer. RFIs also may be rejected by the Engineer after responding to the RFI if Engineer subsequently discovers the RFI was submitted in violation of these provisions.
- D. If Contractor submits RFIs that are rejected by the Engineer pursuant to this provision, Owner may, in Owner's sole discretion, back charge Contractor for the costs of review and analysis of the RFI by the Owner and Engineer. The failure of the Owner to implement such back charges shall not constitute an acknowledgement of the validity of

the RFI, nor a waiver of the right to implement a back charge for the costs of review and analysis of the RFI.

- E. A response to an RFI is a document providing clarification, supplemental information, documentation, or explanation of inquired aspects of the Contract Documents, which involves neither adjustments in Contract Times nor Contract Price, nor material changes to the general character of the Work as a whole. An RFI Response conveys information in writing. The Owner or the Engineer may issue an RFI Response.
- F. A response to an RFI also is not acknowledgement of a change, extra work, or justification for an extension of time. An RFI response is not a work directive or Change Order. Contractor acknowledges that it anticipated that clarifications of the design documents would be necessary, and Contractor has taken the need for such clarifications into account in its Contract Price and Construction Schedule. If Contractor believes the response to an RFI results in a change in the scope of work for the Project, or if the response will impact the cost or time for completion of the Work, Contractor shall submit a Notice of Claim and shall proceed in accordance with the provisions for Change Orders and, if necessary, Disputed Work.

24. ERRORS, CORRECTIONS AND CHANGES IN DRAWINGS AND SPECIFICATIONS

- A. Prior to beginning the Work, or any portion thereof, the Contractor shall examine and check all Drawings and Specifications furnished by the Owner for dimensions, quantities, types of materials, and coordination with other parts of the Work on this or related contracts. By starting Work, or any portion thereof, the Contractor shall be deemed to have waived any objections to the Contract Documents.
- B. No structure, sewer pipe, water main, or fixtures thereto shall be placed or constructed under conditions that may be expected to result in Defective Work. If the soil is not sufficiently stable to properly support a structure, or if the Contractor questions the materials prescribed, the Contractor shall stop Work and immediately notify the Engineer. The Engineer shall review these conditions, and if deemed necessary, make changes in design or suggest changes in construction procedures before Work continues. The Contractor shall not be permitted to take advantage of any such error, omission or discrepancy, as the Engineer will furnish full, revised instructions, and the Contractor shall be expected to carry out such instructions as if originally specified. In no case shall the Contractor proceed with the Work in uncertainty, and any Work performed by the Contractor after the discovery of any error, omission or discrepancy, until authorized, will be at the Contractor's risk and responsibility and sole expense. Contractor is responsible for completing the Work to the satisfaction of the Engineer, notwithstanding any minor omissions in the Contract Documents. Owner shall not be liable for Contractor's failure to review and compare Contract Documents prior to bidding or the start of the Work.

25. CHANGES IN THE WORK

- A. The Owner shall have the right to require, by written order, changes in, additions to, or deductions from the Work required by the Contract Documents provided such change, addition, or deduction does not change the general character of the Work as a whole. Adjustments to the Contract Sum, if any, because of any change, addition, or deduction

in the Work shall be authorized only by a fully executed Change Order. Any claim for an extension of the Contract Time shall be addressed at the same time. No claim for change, addition, or deduction, or adjustment of the Contract Sum or Contract Times shall be made or allowed unless submitted by Contractor in connection with a request for a written Work Directive from the Owner specifically authorizing such change, addition, or deduction. Drawings, submittal exceptions or comments, responses to Requests for Information, oral instructions, field memoranda, or any other form of communication without a written Work Directive shall not be considered such authority. Disputed Work shall be addressed as set out herein.

- B. Where the written Work Directive reduces the quantity of Work to be performed, Contractor waives any claim for damages or lost profits anticipated on the Work deleted. Such directive also shall not constitute a partial termination. The Contractor shall issue a credit for deleted Work in accordance with the Contract Documents. If the Contractor fails to recognize an appropriate credit for deleted Work, as determined by the Engineer, the Owner shall issue a Change Order adjusting the Contract Price in the amount estimated by the Engineer, and the Contractor may pursue any objection to such Change Order following the procedures for Disputed Work set out herein. If made, Contractor's claim is subject to audit.
- C. Upon the written recommendation of the Engineer, Owner shall authorize a Work Directive requiring changes in, additions to, or deductions from the Work, or otherwise directing the Contractor to proceed with specified work. When the Owner and Contractor agree that additional compensation or time is required due to such work, Owner and Contractor shall negotiate a Change Order in accordance with the below provisions prior to proceeding with the work. If the Contractor and Owner disagree as to whether any given activity constitutes changed or extra Work, or whether an adjustment of the Contract Sum or Contract Times is warranted ("Disputed Work"), the Owner may issue a Work Directive instructing the Contractor to proceed with the Disputed Work. The Work Directive shall not constitute evidence or an admission of any entitlement or intent to issue a Change Order and Contractor may submit a claim for additional time or compensation in accordance with the procedures provided herein. Until a written Change Order is negotiated and executed by Contractor and Owner, Contractor shall strictly comply with the Disputed Work provisions of the Contract Documents.
- D. If the Contractor does not give notice to Owner or Engineer within two (2) working days of its claim for an adjustment to the Contract Price or Contract Time and proceeds with the work without a written Change Order, or a Work Directive specifically directing the Contractor to proceed with the Disputed Work, Contractor shall be barred from asserting such a claim in the future and Contractor hereby waives any compensation for any such task or work performed by Contractor regardless of whether or not Contractor supplied any additional services or materials to the Work.
- E. By signing any Change Order, the Contractor conclusively is agreeing the Change Order includes all costs and any additional time required (known or unknown) relating to or arising from the Work set forth on the Change Order, and the Contractor forever waives and releases the Owner from any costs, requests, demands, and the like which the Contractor failed to include in the Change Order. The Contractor shall include the Work covered by such Change Orders in its Applications for Payment as if such Work were originally part of the Contract Documents.

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- F. Contractor understands and agrees Owner's directive to change, add or deduct Work shall in no way invalidate the Contract and any change in the Work shall not operate to release any surety on any bond furnished by Contractor. Contractor accepts the responsibility to keep its surety informed of all Modifications to the Contract. The obligations of Contractor's surety shall not be reduced, waived or adversely affected by the issuance of such Change Orders, additions or deductions even if Contractor fails to inform surety of same and the Owner shall not be required to obtain consent of the surety to such modifications.
- G. The Contractor, without extra charge, shall make slight alterations as may be necessary to make adjustable parts fit to fixed parts, leaving all complete and in proper shape when done.
- H. The Contractor, without extra charge, shall make other slight alterations, including grade and/or elevations, if the Engineer determines such alterations are needed to complete the Work as long as the alterations do not change the overall scope of the Work, increase the overall cost of completing the Work on the Project or involve an extension of time. Any alterations in question by the Contractor will be submitted by the Contractor as a Request for Information and responses by the Engineer will be issued as a Field Order.
- I. Quotations from the Contractor for extra Work described in a Work Directive shall be valid for a period of not less than ninety (90) days from the time of issuance.
- J. All changes, additions or omissions in the Work ordered in writing by the Owner shall be deemed to be a part of the Work hereunder and shall be performed and furnished in strict accordance with all the terms and provisions of the Contract Documents.

26. BASIS FOR DETERMINING COSTS OF CHANGES IN THE WORK

- A. Adjustments shall be determined by one or more of the following methods, the Owner reserving the right to select the method or methods at the time the written order is issued:
 - 1) **An acceptable lump sum proposal:** To facilitate checking and acceptance, Contractor's proposal shall include all categories of labor, material, and equipment, shown on quantity take-offs, and shall be itemized with quantities and prices given for the various items. Contractor also shall provide a Time Impact Analysis as described in the Disputed Work Article herein to identify any delays or schedule impact related to the Change order.
 - 2) **Unit price:** If the Work addressed by a Unit Price item is modified, the Unit Price shall apply to the Work and a Change Order shall be issued only for any additional costs demonstrated by the Contractor to result from the changes to the Unit Price Work. Unit Prices are binding for quantities to 50% above or below the estimated quantities in the Contract. At and above 150% of the Unit Price Quantities in the Contract, Owner may request a suitable adjustment in the Unit Price. At or below 50% of the quantities estimated, Owner may, at its sole discretion, increase the Unit Price by the net increase in Contractor's unit cost,

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but not more than 35% of the Contract Unit Price. To obtain an increase in Unit Price, Contractor must submit a Notice of Claim, and proceed as required in the Contract Documents.

- 3) **On a cost-plus-limited-basis:** Not to exceed a specified maximum limit of cost specified in the Change Order.

B. **"COST"** as herein used shall be the actual and necessary costs incurred by the Contractor by reasons of the change in the Work for labor, materials with sales tax, equipment rental with sales tax and insurance.

- 1) **Labor costs** shall be the amount shown on the Contractor's certified payrolls with payroll taxes added when Contractor provides evidence that such taxes have been incurred. In no case shall the rates charged for labor exceed the rates paid by the Contractor for the same class of labor employed by it to perform Work under the regular items of the Contract.
- 2) **Material costs** shall be the net price paid for materials delivered to the Site of the Work. If any material required to perform the extra work is later deleted by the written order of the Owner after it has been delivered to the Site or partially used or consumed by the Contractor and consequently will not retain its full value for other uses, the Contractor shall be allowed the actual cost of the deleted material less its fair market value as determined by the Owner.
- 3) **Equipment rental** shall be the actual additional costs incurred for necessary equipment. Costs shall not be allowed in excess of usual rentals charged in the area for similar equipment of like size and condition, including the costs of necessary supplies and repairs for operating the equipment. No costs, however, shall be allowed for the use of equipment on the Site in connection with other Work. If equipment not on the Site is required for the change in the Work only, the cost of transporting such equipment to and from the Site shall be allowed.

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 Blue Book edition current at the time the Work is started will apply. The established hourly rental rate will be equal to the "Monthly" rate divided by 176, modified by the applicable rate adjustment factor and the map adjustment factor, plus the "Estimated Operating Costs per Hour."

For equipment not listed in the Rental 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.

In the event that machinery and equipment actually employed on the Project Site is idled for reasons beyond the control of the Contractor, the rental rate for Contractor-owned equipment will be the "Monthly" rate divided by 176, modified by the applicable rate adjustment factor and the map adjustment factor, and then multiplied by 50 percent. No payment will be allowed for operating costs. This

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Article applies only to machinery and equipment necessary for performance of Disputed or Change Order Work and any idled equipment or machinery related to the change.

- 4) **Insurance premiums** shall be limited to those based on labor payroll and to the types of insurance required by the Contract. The amount allowed shall be limited to the net costs incurred as determined from the labor payroll relating to the Work. The Contractor shall, upon request of the Owner, submit verification of the applicable insurance rates and premium computations.
 - 5) **"PLUS"** as herein used is defined as a percentage to be added to the items of "Cost" to cover superintendence, project management, use of ordinary and small tools, and all forms of overhead and administrative expense and profit, and the cost of bond and insurance premiums. The percentage mark-up shall not exceed 15% on Work performed entirely by the Contractor and 15% for Work performed entirely by a Subcontractor. If the latter applies, Contractor shall be entitled to a 5% mark-up with an aggregate total of no more than 20% on Work performed by a Subcontractor.
 - 6) **"SPECIFIED MAXIMUM LIMIT OF COST"** is the amount stated in the written order of the Owner authorizing the change in the Work. The maximum amount that Contractor shall be paid is the "cost" of the work "plus" the percentage or the specified maximum, whichever is the lesser amount.
 - 7) **"Ordinary Tools"** are the tools owned by the Contractor defined as having a cost new, or a net depreciated value of less than \$2,000.00 each, the costs for which are agreed to be included in the "PLUS" as set forth above. The cost of replacement bits, parts, and the like that wear out as a result of use on the Project having a new cost, or a net depreciated value of less than \$2,000.00 each, also shall be included in the "PLUS" as set forth above.
- C. Contractor shall provide a rider from the bonding company indicating that the penal sum of the bond has been increased by the amount of the change order.
- D. The Contractor shall keep complete, accurate, daily records of the net actual cost of changes in the Work or claimed changes in the Work (known as "Daily Work Tickets"). These Daily Work Tickets shall include: the identification of the Work performed; the names and classifications of each worker employed in the Work; the equipment used in performing the Work; and the number of hours each piece of equipment was used for that portion of the Work; the identity, the number of workers, classification of workers, equipment, and hours employed by any Subcontractor who performs any portion of the Work; and the materials utilized on that day and actually installed or used up in performance of the Work. The Daily Work Ticket shall distinguish between Work performed as part of changed Work or claimed changed/extra Work, and other contract Work performed on that day. Contractor shall present such information at the end of each working day for verification by the Observer, in such form and at such times as the Owner may direct. The Observer's execution of such Daily Work Tickets only shall serve to record the quantities reflected in the Daily Work Ticket and shall not bind the Owner or Engineer in any manner, shall not relieve Contractor of any obligations under the Contract Documents, and shall not constitute an acknowledgement of entitlement for any

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Disputed Work. If the Observer disagrees with the quantities reflected on the Daily Work Ticket, or with the division of labor, equipment, or materials between the changed Work and Disputed Work, the Observer may note such disagreement on the Daily Work Ticket. Daily Work Tickets submitted after the end of the day on which the Work was performed shall not be valid and may, in the Observer's discretion, be returned to the Contractor unexecuted. Contractor shall have no right to compensation for Work performed without signed Daily Work Tickets. Any terms written on either side of a Daily Work Ticket or any substitute documentation are not binding on the Owner or Engineer, and Contractor acknowledges that all such terms will be deemed meaningless. The designation of the Daily Work Tickets as "Extra Work Tickets" shall not acknowledge that the Work is extra or not part of the Contract requirements.

E. Costs Excluded: The term "Cost" of the Work shall not include any of the following items:

- 1) Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in Article 27.B.1) above; all of which are to be considered administrative costs covered by the Contractor's mark-up
- 2) Expenses of Contractor's principal and branch offices other than Contractor's office at the Site
- 3) Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments
- 4) Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property
- 5) Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Article 27.B above
- 6) Any Contractor costs incurred by, or associated with the development, preparation, and prosecution of a claim
- 7) Any cost or expense not specifically included in the Cost of Work as set out in the Contract Documents.

27. SCHEDULE CHANGES (OWNER DELAY)

- A. A Change Order signed by the Owner is the only method to change the Contract Times. Any claim for an extension or reduction of the Contract Times shall be made in

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accordance with the Contract Documents.

- B. The Contract Times may be extended for a Force Majeure Event and/or Owner Delay in accordance with the terms and conditions of the Contract Documents.
- C. In the event of a Force Majeure delay, Contractor shall only be entitled to an extension of the Contract Times with no additional compensation or modification of the Contract Price.
- D. Strictly in the event of an Owner Delay, the following provisions apply:
 - 1) The Owner may expressly order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work on the Project for such period as it may determine to be appropriate for the convenience of the Owner.
 - 2) Upon receipt of written notice from the Owner to suspend, delay, or interrupt the Work, and within the time stated in such notice, the Contractor shall suspend shipment and delivery of material and stop any part or all of the Work and operations hereunder for the periods of time designated by the Owner in the notice. The Contractor shall immediately confer with the Owner relative to:
 - a) Probable duration of the suspension or stoppage;
 - b) Delays and extensions of time resulting therefrom;
 - c) The reduction or elimination of the Contractor's field costs; and
 - d) Prospective costs and expenses which may result directly from the suspension or stoppage; including, but not limited to, the costs to the Contractor of complying with the Owner's directions relative to the preservation of the Work in progress and the protection of existing facilities, materials, and equipment on or in transit to the Project Site.
 - 3) The Owner may, by further written notice, require the Contractor to promptly resume all or any part of the Work and operations required by the resumption notice.
 - 4) Claims of the Contractor for costs and damages resulting from the Owner's suspension, delay, or interruption of the Work shall be determined in accordance with the following:
 - a) If the performance of all or any part of the Work on the Project is otherwise delayed or interrupted by an Owner Delay; and
 - b) If such act causes delays in the Critical Path Activity, then the Project Schedule and the Contract Times shall be adjusted by Change Order but only to the extent necessary to compensate for such delay; then
 - c) Owner shall make an adjustment to the Contract Sum for the following items:

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- i) The cost of equipment necessary for the performance of Contract Work required to remain on the Project Site that could not be used for any Work whatsoever and could not be relocated to perform other Work on other sites, calculated as set out in Article 27.B.3) herein;
 - ii) Field general conditions actually incurred by the Contractor for the cost to maintain the Project Site and the required facilities for the Contractor, Engineer, and Owner, for the duration of the delay, or the increase in the time on the Critical Path, whichever is less.
 - iii) Actual salaried supervision costs for supervision required on Site for an extended period where the supervisor could not be released from the Project and where no Contract Work could be performed.
 - iv) No payment shall be due to the Contractor for home office overhead (including but not limited to Eichleay); equipment not necessary on Site during the delay period or which is used in performing other work during the delay period; consequential damages, including anticipated profits, loss or interference with bonding capacity; mark-up of any sort; insurance; interest; or any other costs not specifically delineated herein.
 - v) Contractor agrees to accept the specified costs as full compensation for any Owner Delay whether agreed or disputed.
 - vi) All costs shall be subject to audit by the Owner.
- 5) The Contractor shall have no further claim whatsoever against the Owner for damage or loss of any kind resulting from suspension of operations or delays or interruptions caused by an Owner Delay.
- 6) Immediately upon (and not more than 48 hours following the commencement of) the occurrence of an Owner Delay, the Contractor shall provide the Owner with a Notice of Claim in the form and substance set forth in the Disputed Work provisions herein. In addition to such information, the Notice of Claim shall describe in detail the claimed delay, a description of the portions of the Work affected, the relief requested, and additional relevant details. Failure to submit this Notice, including all supporting details, shall constitute a waiver of claim by the Contractor. In the case of a continuing cause of Owner Delay, only one Notice is necessary. If the Owner acknowledges the asserted Owner Delay, the parties will process the claim using the Change Order process. If the Owner determines that no Owner Delay has occurred, the claim will be addressed under the Disputed Work provisions. Unless and until Owner recognizes an Owner Delay, Contractor should proceed with the requirements for Disputed Work until the Owner decides.
- 7) No adjustments shall be made for any suspension, delay or interruption to the extent that performance would have been so suspended, delayed or interrupted

by any other cause, including the fault or negligence of the Contractor; to the extent the delay and associated costs could have been mitigated by the Contractor; or for which an equitable adjustment is provided or excluded under any other provision of this Agreement. The Owner's exercise of any of its rights under this Agreement or Owner's requirement of correction or re-execution of any Defective Work shall not, under any circumstances, be construed as interference with the Contractor's performance of the Work.

8) Each Subcontractor shall be bound by the foregoing provisions.

- E. In the Project is delayed, Contractor shall be prepared to accelerate the Work if directed by the Owner, in writing, in order to meet the Contract Times in the Contract Documents. Owner will pay Contractor for accelerating the Work only if necessitated by an Owner Delay or by a Force Majeure event and acceleration is required by Owner; provided Contractor has strictly, not substantially, complied with all claims and/or Disputed Work notices, and other submittal requirements identified in the Contract Documents. Within five (5) days of a written request from the Owner, Contractor shall provide Owner with an acceleration plan and an itemization of all costs for implementing that plan as well as an itemization of all costs that Contractor will claim if completion of the Project is extended because of an Owner Delay.

28. PATENTS

- A. The Contractor shall pay all royalties and license fees and shall hold and save the Owner and any Indemnified Party harmless from all liability of any nature or kind, including cost and expenses, for, or account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, 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.
- B. In the event that any claim, suit, or action at law or in equity of any kind, whatsoever, is brought against the Owner or any Indemnified Party, involving any such patent or license rights, the Owner shall have the right to, and may retain from, any money due or that may become due to the Contractor, an amount deemed necessary by the Owner to protect the Owner and the Indemnified Parties against loss. Owner will retain such sum until the claim or suit has been resolved and satisfactory evidence of the resolution has been furnished to the Owner.

29. SUBSTITUTES AND OR-EQUALS

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words such as no like, equivalent, or "or-equal" item or no substitution is permitted, alternative or substitute items of material or equipment of other suppliers may be submitted to Engineer for review under the circumstances described below.

- 1) Or-Equal Items: If, in Engineer's sole discretion, an item of material or equipment

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proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Article, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- a) In the exercise of reasonable judgment Engineer determines that:
 - i) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - ii) it will reliably perform, at least equally well, the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - iii) it has a proven record of performance and availability of responsive service that equals or exceeds the specified item; and
 - b) Contractor certifies that, if approved and incorporated into the Work:
 - i) the Contract Price and Contract Times will not increase;
 - ii) it will conform substantially to the detailed requirements of the item named in the Contract Documents;
 - iii) it will require no changes in substrates, work on which it depends, nor services; and
 - iv) it will not have operating, maintenance or life cycle costs greater than the specified item.
- 2) **Substitute Items:** If, in Engineer's sole discretion, an item of material or equipment proposed by Contractor does not qualify as an "or equal" item under these provisions, it will be considered a proposed substitute item.
- a) Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute, therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
 - b) The requirements for review by Engineer will be as set forth herein, as supplemented in the Specifications and as Engineer may decide is appropriate under the circumstances.
 - c) Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks

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to furnish or use.

- d) The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design; has a proven record of performance and availability of responsive service that equals or exceeds the specified item; be similar in substance to that specified; be suited to the same use as that specified; and it will not have operating, maintenance or life cycle cost greater than the specified item.
 - i) Will state: the extent, if any, to which the use of the proposed substitute item will impact Contractor's ability to meet the Substantial Completion date; whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other Work on the Project) to adapt the design to the proposed substitute item; and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - ii) Will identify: all variations of the proposed substitute item from that specified, available engineering, sales, maintenance, repair, and replacement services; and
 - iii) Shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

C. **Substitute Construction Methods or Procedures:** If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute mean, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided above.

D. **Engineer's Evaluation:** Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to this provision. If multiple substitutes are submitted by the Contractor, Contractor shall provide an order of priority in which Engineer is requested to review various proposed substitutes. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or a Shop Drawing for an "or equal" indicating that the item was found to qualify as an "Or Equal" subject to these provisions and marked "Returned Without Exceptions." Engineer will advise Contractor in writing of any negative determination or conditions on the use of an Or Equal or Substitution. Contractor waives and releases Engineer and Owner from any claim for delay or costs

incurred by Engineer's evaluation of substitute items submitted by Contractor.

- E. **Special Guarantee:** Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- F. **Engineer's Cost Reimbursement:** Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to this Article. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor also shall reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- G. **Contractor's Expense:** Contractor shall provide all data in support of any proposed substitute or "or equal" at Contractor's expense.
- H. **Conditions on Approval:** If deemed appropriate, the Engineer may approve the substitute only with conditions required of the Contractor. Such conditions may include guarantees, no cost modifications to the Work to accommodate the substitution, credits to the Owner for reduced costs, or other accommodations or requirements.
- I. **Approval of an "or-equal" of substitute shall not constitute adoption of the "or-equal" or substitute as part of the Engineer's design. The Contractor shall remain responsible for all errors or the failure of the "or-equal" or substitute to perform as anticipated.**

30. DISPUTED WORK

A. Step 1: Notice of Claim

- 1) The Contractor shall not be entitled to payment of any additional compensation or an extension of time unless the Contractor has strictly complied with the requirements for written Notice of Claim specified herein. Compliance with this Article shall not be required if the claim falls within the scope of the Differing Site Conditions provisions of these General Conditions unless and until the Owner decides as to whether a differing condition described in that Article exists on the Project. Contractor must submit a Notice of Claim when proceeding with Work ordered by a Work Directive where the Contractor intends to seek an adjustment of the Contract Sum or an extension of Contract Times for the Work specified in the Work Directive.
- 2) If Contractor seeks compensation for Work or materials which it claims is not included in the original scope of the Work or Contract Price, and not subject to a Work Directive, the Contractor shall submit a written Notice of Claim to the Engineer, with a copy to the Owner, within three (3) working days of discovering the basis for the Claim and in any event before the Contractor begins the Work on which the Contractor bases the claim. For Emergency Work, the Contractor shall provide the Notice of Claim as soon as practical, but in no event more than two (2) working days after beginning the Work.
- 3) Contractor's written Notice of Claim shall be submitted on the appropriate form

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furnished by the Owner and shall be certified with a reference to the Federal False Claims Act. The Notice shall detail the reasons Contractor is seeking additional time and/or money and provide an Itemization of estimated costs. The Notice shall also state whether the affected Work impacts the Critical Path for completion of the Project. If such notice is not given, the Contractor shall be deemed to have waived its claim for extra compensation for that claim. A Notice of Claim submitted after the costs have been incurred shall not satisfy the requirements of this Article and the claim shall be deemed waived.

B. Step 2: Maintenance of Executed Cost Records

Contractor shall track all costs incurred and submit Daily Work Tickets for signature as specified in Article 27.D of these General Conditions. Contractor shall furnish all Daily Work Tickets with its Notice of Claim. If the Contractor is unable to provide properly completed Daily Work Tickets on the form supplied by the Owner for each and every day that Contractor seeks to be paid, Contractor may submit other documentation for the missing Daily Work Tickets together with an explanation as to why Contractor did not obtain Daily Work tickets for this work. Substitute documentation may be submitted only for occasional missing days, which Engineer shall have no obligation to accept. Engineer's occasional acceptance of such documentation shall not create a waiver of Contractor's obligation to provide Daily Work Tickets. If the Engineer accepts the substitute documentation, the claim shall be addressed as set out herein. If the Engineer rejects the substitute documentation, and Contractor fails to furnish acceptable alternative documentation within 15 days of the performance of the work, then Contractor will be deemed to have waived its right to compensation for any work not reported on a Daily Work Ticket signed by the Observer.

C. Step 3: Substantiation of Claim

- 1) Within 15 calendar days of completing the affected Work, the Contractor shall submit substantiation of the Contractor's actual costs together with a Time Impact Analysis of the actual impact of the Work on the Schedule. The Time Impact Analysis shall identify the actual impact of the Work on the Critical Path of the Schedule and shall not be based on fragments inserted into the baseline schedule to create theoretical schedule impacts. The Time Impact Analysis also shall identify and include all revisions to schedule logic, added or deleted activities, changes in Activity identification, overlapping of Work items and/or re-sequencing that can be applied to eliminate or reduce the impact on the Schedule. Each claim shall be addressed in a separate Notice of Claim and substantiation of actual costs. Multiple claims shall not be combined into a single notice and costs and time incurred must be set out separately for each claim.
- 2) Failure to provide any portion of the required notification or substantiation of the Claims as required herein shall constitute a waiver of the Contractor's Claim and all costs and time Impact related thereto.

D. Step 4: Inspection of Documents

Upon request by the Owner, Contractor shall make available for inspection and copying any and all documents or records in Contractor's possession which pertain to the Claim.

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Owner is not required to provide the reasoning or analysis that is the basis for any request for documents.

E. Step 5: Claim Negotiations

- 1) The Engineer shall notify the Contractor of the Owner's general position on Contractor's Claim as soon as reasonably practical. Within three (3) business days of receipt of such notice, Contractor shall identify a representative to meet with representatives of the Owner and Engineer. Such a meeting shall be scheduled within thirty (30) days following issuance of the notice. The meeting date may be deferred for good cause by either party. At the meeting, Contractor shall present and support every aspect of the Claim. Such representative shall have full authority to negotiate and resolve the Claim, including the authority to withdraw the claim in its entirety. Multiple claims, for which the Contractor has provided separate notices and support as set out above, may be addressed in a single meeting. Owner shall furnish a list of questions, concerns or issues with the Claim not less than five (5) days prior to the meeting. The Contractor shall designate such representative or representatives as necessary to address each claim that will be considered in the meeting.
- 2) If the claim or claims are not resolved at the initial negotiation meeting, Contractor shall appoint a second representative at a higher level of authority within Contractor's organization. The Owner likewise will appoint a representative of higher authority to meet with the Contractor's Representative. The higher-level representatives will meet with the Engineer to further negotiate and discuss the unresolved claims within thirty days of the conclusion of the initial meeting unless this date is extended by the Owner. The participants of the original meeting may attend this second meeting if requested by the Contractor and agreed by the Owner.
- 3) If no resolution is reached following the initial negotiation, upon request of the Owner, the Escrow Bid Documents may be jointly reviewed by the Owner, Engineer, and Contractor in order to assist in the analysis and/or resolution of disputed claims. Owner need not justify the request to review the Escrow Bid Documents. When requested by the Owner prior to the second level of negotiations, the Escrow Bid Documents shall be examined during or prior to such meeting and, if necessary, the time for negotiations may be extended by written authorization from the Owner in order to allow sufficient time to review the Documents.
- 4) The failure to participate in the negotiating meeting shall constitute a waiver of all claims to be addressed in the meeting. Owner may record the meeting, if desired, and either party may bring an additional participant to take notes and prepare minutes of the meeting. The meeting shall be considered a confidential settlement discussion and nothing said or done at the meeting shall be admissible in any proceeding whatsoever as evidence of liability or any asserted defense to a claim, other than as necessary to establish whether the Contractor failed to appoint and provide a representative in accordance with the requirements of this Article.

F. Step 6: Owner's Final Decision

- 1) If the Claim or any part of the Claim is not resolved at the claim meeting, the Engineer will notify the Contractor in writing of the Owner's final decision on the Claim. Within thirty (30) days of receipt of this decision, the Contractor shall either accept the final decision, or provide written objection to the decision. The failure to timely object to Owner's decision shall constitute acceptance of that decision and a waiver of all objections and any right to further compensation or time for the issues raised in the Claim.
- 2) In the event that Owner, in its sole discretion, determines that the Claim brought by Contractor is prohibited by and/or Contractor has waived the right to assert such Claim in the Contract Documents, Owner may deduct from the unpaid Contract Sum or invoice Contractor all fees, charges and expenses of the Engineer, its consultants, Owner's attorneys and other professionals, as well as Owner's staff time arising and/or resulting from the assertion of the prohibited Claim. In addition, the assertion of such Claim(s) shall be considered by Owner in connection with the evaluation of Contractor's overall performance of the Work when awarding future contracts.

G. Intent and Waiver of Claims

- 1) The intention of this provision is to bring any potential claims to the attention of the Engineer and Owner as early as possible in order to allow mitigation efforts and expedited resolution of claims or potential claims. Contractor waives its right to any additional compensation and/or extension of time for any claim that is not submitted in accordance with this Article. This Article applies to all claims for extra Work, changed Work, delay, acceleration, constructive changes or constructive acceleration, disruption to the orderly performance of the Work, and every other claim for additional compensation by the Contractor in relation to the Contract Documents, or to the Work on the Project. The requirements of this Article may not be waived by the express or implied statements, representations, or actions of the Engineer or Owner. The failure to enforce these provisions on one or multiple occasions shall not constitute a waiver of these provisions. Upon request of the Contractor, Owner may, by specific written authorization, extend the time for the Contractor to provide any of the requisite documentation or acts set out herein. Such authorization shall not be implied by actions, inactions or creative interpretation of written documents. Nor shall such authorization be valid unless issued and executed by the Owner. Owner shall have no obligation to extend the time requested by the Contractor, but requests for such extension shall not be unreasonably denied. Under no circumstances shall Owner have any obligation to approve a request for an extension of time made by Contractor after the time to provide notice, documentation or take a specific action has expired (regardless of reasonableness). No extensions will be permitted which prevent the Owner from having sufficient time to respond or react to a claim or which render impractical the Disputed Work or Dispute Resolution provisions of the Contract Documents.
- 2) Nothing in this provision shall relieve the Contractor of any other obligations under the Contract.

H. Step 7: Contract Dispute Resolution

All claims not resolved through the process set out herein shall be addressed after Final Completion through the Dispute Resolution procedure set out in the Contract Agreement.

31. DIFFERING SITE CONDITIONS

- A. If a Contractor discovers one or both of the following physical conditions of the surface or subsurface at the Site, before disturbing the physical condition, the Contractor shall promptly notify the Engineer of the physical condition in writing:
- 1) A subsurface or a latent physical condition at the Site which materially differs from that indicated in the Contract Documents.
 - 2) An unknown physical condition at the Site of an unusual nature materially differing from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract Documents.
- B. Upon Contractor providing the Engineer with a written notice under this Article, Engineer shall promptly investigate the physical condition on behalf of Owner and report the results of such investigation to Owner. If the Engineer determines that the alleged condition is a Differing Site Condition under the Contract, Engineer will consult with the Contractor to review the available options to resolve the Differing Site Condition and provide written direction accordingly.
- C. The Owner shall issue through the Engineer, a written determination as to whether it agrees that the physical conditions do materially differ, and if so, the Owner will issue an appropriate Change Order in accordance with the Change Order provisions set out herein.
- D. Contractor may not make a claim for additional costs or time because of a physical condition as described herein unless the Contractor has complied with the notice requirements of this Article. The failure to provide the required notice constitutes a waiver of Contractor's claim. The Owner may extend the time required for notice under this Article by providing, through the Engineer, written instructions to the Contractor to proceed with the Work while a determination is being made as to whether the physical conditions do materially differ.
- E. If Contractor disputes Owner's determination, Contractor shall provide a Notice of Claim and pursue its remedies as provided in Article 30 herein. The failure to provide a Notice of Claim in conformance with the provisions of Article 30 prior to proceeding with any further Work on the claimed differing condition shall constitute acceptance of the Owner's determination and a waiver of all claims for additional time or money arising from the alleged Differing Site Condition.
- F. This Article is not applicable to any conditions or claims other than the conditions specified in Subsection A.1) or A.2) of this provision.

32. CLEAN UP AND RESTORATION

The Contractor shall, as directed by the Owner, remove at its own expense from the Owner's property, easements and rights-of-way and from all public and private property all temporary structures, rubbish and waste materials resulting from its operation. Unless otherwise stated on the Drawings or Specifications, the Contractor shall restore the job Site to substantially the same condition as existed prior to beginning of Work.

33. USE OF COMPLETED PORTIONS OF THE WORK

The Owner may, at any time during progress of the Work, after written notice to the Contractor, take over and place in service any completed portions of the Work which are ready for service, although the entire Work of the Contract is not fully completed, and notwithstanding the time for completion of the entire Work or such portions may not have expired. The use of any portion of the Work by the Owner under the provisions of this Article shall not constitute Final Acceptance of the Work or any portion thereof or of the Project.

34. FAIR EMPLOYMENT PRACTICES ACT

The Contractor agrees that neither it nor its Subcontractors will discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to its hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of its race, color, religion, national origin or ancestry, nor shall age or sex be a condition of employment except where based upon a bona fide occupational qualification. Breach of these covenants may be regarded as a material breach of this Contract.

35. LABOR HARMONY

It is the Contractor's sole and exclusive responsibility to provide and maintain harmony between and among the tradespersons employed by it, each of its Subcontractors, and any other tradespersons working on the Project. Owner may, but is not required to, implement necessary procedures to restore labor harmony or to enable Work to proceed timely in the event of a labor discord. Contractor shall be responsible to Owner for all costs, expenses, fees, attorney fees or other expenses resulting from Contractor's failure to maintain Labor Harmony.

36. AUTHORITY

No agent 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 the formal written authorization to do so, conferred by the Contract of which the Specifications are a part, or by ordinance, resolution, or other usual official action by the Owner.

37. SANITARY REGULATIONS

Necessary sanitary conveniences for the use of laborers on the Site, properly secluded from public observation, shall be constructed and maintained in sanitary condition by the Contractor, and their use shall be strictly enforced. Contractor shall be responsible for initiating and maintaining all the required sanitary facilities as indicated in the provisions of MIOSHA

Standards, Part I, "Construction Safety Standards".

38. SUNDAY, HOLIDAY AND NIGHT WORK

Allowable working hours will be controlled by local ordinances, and no Work will be permitted at other hours or on Sundays or holidays, except to save property or life or as specifically authorized or directed by the Owner. In all cases Contractor must comply with local ordinances.

39. SCHEDULING

The schedule requirements are specified in the General Specifications.

40. PROGRESS OF WORK

- A. The Work shall be prosecuted regularly and without interruption, unless the Owner shall otherwise specifically direct, with such force and at such points as to ensure its full completion within the Contract Times.
- B. If the Owner determines that the Contractor has fallen behind in the progress of the Work or is in danger of falling behind at its then-current rate of progress, or is responsible for any Project Schedule delays, Owner may direct Contractor, on written notice, to take all steps Owner deems necessary to improve the rate of progress of the Work, including requiring Contractor to increase its labor force, number of shifts and/or overtime operations, days of Work, or to provide additional equipment or materials. Within forty-eight (48) hours of such written notice from Owner, Contractor shall submit for Owner's review, a recovery plan and schedule to demonstrate how Contractor will implement the required steps to attain the required rate of progress. Contractor will implement the recovery plan immediately upon return of the plan without exceptions. If Owner determines that Contractor's recovery plan will not attain the required rate of progress, Contractor will take the steps Owner directs in that regard and perform the Work accordingly, all without additional cost to the Owner. If Contractor fails to submit or follow a recovery plan as required or perform the Work in accordance with Owner's directives, Owner may, following twenty-four (24) hour notice to Contractor, perform the Work as Owner deems necessary to attain the required rate of progress. Owner may deduct from any payment due to Contractor or collect directly from Contractor on demand all costs, expenses, and damages incurred or suffered by Owner in connection with Contractor's delay in the progress of the Work or to the Project Schedule.

41. TIME OF COMPLETION

The time allowed for completion of the Work contemplated in this Contract shall be the date set forth as the Contract Time(s). Any returns to Contractor of "No Exceptions" of any Project Schedule, Schedule Update, or Schedule Revision, if any, shall not relieve the Contractor of the responsibility to complete the Work within the Contract Time(s).

42. TIME IS ESSENCE OF CONTRACT

It is expressly understood and agreed by the parties that the time specified for the completion of the Work is the essence of this Contract, and the Contractor shall not be entitled to claim complete and final performance of the Contract unless the Work is satisfactorily completed in

every respect, within the time herein specified

43. ESTIMATED QUANTITIES

The quantities of the various classes of Work to be performed 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 the Work under this Contract; and neither the Owner nor its agents are to be held responsible should any of the 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, or for additional compensation of any type, or for reimbursement of any cost or expenses of any type, because of a difference between the quantities of the various classes of Work actually performed or materials actually delivered, and the estimated quantities as herein stated, except as described in Article 27.A.2) above.

44. FORFEITURE OF CONTRACT

- A. If Contractor abandons the Work under this Contract, or if the Owner determines that the Contractor is not prosecuting the Work at a reasonable rate of progress, or fails 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, supply, and materials, at any time after having notified the Contractor in writing to discontinue the Work for said cause or causes. Such action shall not affect the right of the Owner to recover damages resulting from Contractor's forfeiture. Upon receiving such notice, the Contractor shall immediately grant Owner safe and peaceable possession of the Work, including the plants, and shall then cease to have control over any portion thereof or the labor employed thereon.
- B. The Owner may then proceed to complete the Work herein specified by Contract 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 Contract; the excess cost, if any, to be paid by the Contractor or its sureties, to said Owner.

45. NO WAIVER OF CONTRACT

- A. Neither the acceptance of the whole or any part of the Work by the Owner or its Engineer, or any of its agents, nor any order, measurements, or certificate by the Engineer, nor any order by the Owner for the payment of money, nor any payment for the whole or any part of the Work by the 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 or any power therein reserved to the Owner, or any right to damages therein provided; nor shall any waiver of any breach of the Contract be held to be a waiver of any other or subsequent breach.
- B. No failure or course of conduct of the Owner to enforce the terms and conditions of the Contract Documents shall be treated as a waiver of any contract provision, it being agreed and understood the actions and/or inactions of the Owner shall not relieve the Contractor of each of its obligations under the Contract Documents. No waiver may be orally conveyed. No waiver of any provision of the Contract Documents may be expressed or implied in any document other than a Change Order.

46. PAYMENT NOT A WAIVER

Any payment to Contractor or the issuance of any Certificate of Substantial Completion or Acknowledgement of Substantial Completion or Certificate of Final Completion or Acknowledgement of Final Completion shall not constitute acceptance by Owner of the quality of the Work that is the subject of such payment, nor shall it be deemed a waiver with respect to any claims that Owner may have with respect to such Work. Moreover, the payment of any amount to Contractor shall not preclude the Owner from demanding and receiving from the Contractor or its sureties, separately or collectively, such sums as may have been improperly paid the Contractor by reason of any return or certificate which has been untrue or incorrectly compiled. The making of Final Payment shall not constitute a waiver of any claims by Owner including, without limitation, any claims arising from or relating to: (1) liens, claims, security interests or encumbrances arising out of the Contract Documents and which are unsettled; (2) the failure of the Work to comply with the requirements of the Contract Documents; (3) the terms of any express or implied warranties, or special warranties required by the Contract Documents; and (4) an audit of Contractor's or any Subcontractor's or Vendor's books and records. Acceptance of Final Payment by Contractor, a Subcontractor or Vendor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled in the Application for Final Payment.

47. WARRANTY-GUARANTEE

- A. Contractor hereby makes the following guarantees with respect to the Work undertaken by Contractor pursuant to this Contract:
- 1) Contractor's obligation to correct defects, deficiencies or non-conforming Work performed under the Contract, either by the Contractor or its Subcontractors, or the material suppliers, under the guarantees provided herein shall apply to all defects or non-conformities in the Work that appear within the later of two (2) years following Final Acceptance of the Work, such longer period for any component of the Work as specified in the Contract Documents, or any statutory time period; provided, however, that if such defects or non-conforming work are latent in nature; i.e., not reasonably ascertainable prior to or within two (2) years following Final Acceptance of the Work, then Contractor's obligation to correct defects, deficiencies or non-conforming Work shall apply to each such latent defect or non-conforming Work that appears for a period of time equal to the statute of limitation period applicable to such latent defect or non-conforming work, or for the period for which Contractor is contractually obligated to correct said latent defect or non-conforming Work, whichever is longer.
 - 2) The obligations of Contractor herein shall extend to the correction of the defect or non-conforming Work, the removal and replacement of other portions of the Work that are necessary to be removed to gain access to the Work to be corrected, and the repair or replacement of any damage caused by said defect or non-conforming Work. Any corrective work required hereunder shall be accomplished by repairing or replacing the defect or non-conformity. All defective or non-conforming materials which Owner requires to be replaced shall be removed promptly from the Site by Contractor, at its sole cost and expense. If Contractor fails promptly to commence correcting any non-conformity or defect as directed by Owner, Owner may correct such defect or non-conformity and charge the cost thereof to Contractor in the event of a default by Contractor.
 - 3) Any warranty or guarantee shall not act as a limitation on any claim or cause of action otherwise available to the Owner, and shall not shorten any applicable statute of limitation, nor impact any other right or claim the Owner has against the Contractor.

48. MOBILIZATION

- A. **Description:** This item shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the Project Site; for the establishment of the Contractor's offices, buildings, and other facilities necessary to undertake the Work on the Project; and for other Work and operations which must be performed, or for expenses incurred, prior to beginning Work on the various contract items on the Project Site. Mobilization also shall include pre-construction costs, exclusive of bidding costs, which are necessary direct costs to the Project and are of a general nature rather than directly and are not attributable to other pay items under the Contract. Mobilization shall also include all bonds (i.e. Performance, Labor and Material, and Maintenance and Guarantee) and insurance

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costs.

- B. **Measurement and Payment:** Mobilization will be paid for at the Contract Price on a lump sum basis based on the following schedule:

Percentage of Original Contract Amount Earned	Percentage of Bid Price for Mobilization Allowed
5%	50%
10%	75%
25%	100%

- 1) The Owner may, at his sole discretion, agree to partial payment for mobilization based on actual demonstrated and documented cost.
- 2) The total sum of all payments for mobilization shall not exceed the original Contract amount bid for mobilization, regardless of the fact that the Contractor may have, for any reason, shut down its 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.
- 3) Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the Contract.
- 4) When a pay item for mobilization is not included in the proposal, payment for any such Work required is considered to have been included in payments made for other items of Work.

49. HAZARDOUS SUBSTANCES

- A. Owner shall be responsible for any Hazardous Substance, as defined in Michigan Natural Resources and Environmental Protection Act (NREPA), Act 451 of 1994, as amended, uncovered or revealed at the Site which (1) was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, (2) as to which Owner did not otherwise give Contractor any notice of the possible presence of such substance, (3) was not discovered by Contractor if it did a reasonable and competent inspection and investigation of the Site, and (4) which presents a substantial danger, unless certain safety precautions are adopted, to persons exposed thereto in connection with the Work at the Site. Under no other circumstances shall Owner have any responsibility or liability whatsoever for any such hazardous substance, including without limitation any hazardous substance brought to the Site by Contractor, any Subcontractors, suppliers or anyone else for whom Contractor is responsible.
- B. If Contractor discovers any undisclosed and previously unsuspected hazardous substance that falls within the definition set forth in the preceding Article 50.A, Contractor shall immediately stop all Work in connection with such hazardous substance and in any area affected thereby except in an Emergency and immediately notify Owner and

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Engineer and thereafter confirm such notice in writing such that Owner is able to comply with any Emergency abatement measures that may be required by law. Owner shall promptly consult with Engineer concerning the necessity, if any, for Owner to retain a qualified expert to evaluate the alleged hazardous condition or take corrective or abatement action, if any. Contractor shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after Owner has obtained any required authorization related thereto if any and delivered to Contractor special written notice: specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to whether Contractor is entitled to any adjustment, or to the amount or extent of an adjustment, if any, in Contract Sum or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by Contractor to be resumed, Owner will issue a Work Directive and Contractor may make a claim therefore as provided in Article 31 herein.

- C. If Contractor improperly stops and/or delays the Work by unreasonably alleging the presence of hazardous substances or conditions, or by unreasonably refusing to adopt certain safety precautions that would allow Work to continue safely, Contractor shall not be entitled to any adjustment of the Contract Times or to any additional compensation of any type, and shall be liable for any loss, cost or damages incurred by Owner, as well as liquidated damages to the extent provided in the Contract Documents.
- D. If after receipt of such special written notice Contractor does not agree to resume such Work based on a reasonable belief that it would be unsafe to do so, supported by appropriate evidence and expert opinion, then Owner may order any portion of the Work that would involve contact with any hazardous substances to be deleted from the Work. If Owner and Contractor cannot agree as to whether Contractor is entitled to any adjustment, or to the amount or extent of an adjustment, if any, in the Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefore as provided in the Contract Documents. Owner may have such deleted portion of the Work performed by Owner's own employees or by any contractor of Owner's choice.

50. INSURANCE AND INDEMNIFICATION

- A. Contractor shall secure the insurance set forth herein. The insurance required of the Contractor is as follows:
 - 1) Prior to commencement of the Work, the Contractor shall purchase and maintain during the term of the Project such insurance as will protect Contractor, Owner and Engineer from claims arising out of the Work described in this Contract and performed by the Contractor, Subcontractor(s) or Sub-Subcontractor(s) consisting of:
 - a) Workers' Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation Statutes of the State of Michigan; disability benefit laws, if any; or Federal compensation acts such as U.S. Longshoremen or Harbor Workers', Maritime Employment, or Railroad Compensation

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Act(s). If applicable. Self-insurance plans approved by the regulatory authorities in the State of Michigan are acceptable.

- b) Commercial 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:
 - i) All premises and operations;
 - ii) Explosions, collapses and underground damage;
 - iii) Contractual Liability for the obligations assumed in the General and Supplementary Conditions of this Contract;
 - iv) The usual Personal Injury Liability endorsement with no exclusions pertaining to employment; and
 - v) Products and Completed Operations coverage. This coverage shall extend through the Contract guarantee period.
 - vi) The Commercial General Liability Policy shall have "project aggregate" limits, and the certificate shall contain an appropriate notation clearly evidencing such "project aggregate" coverage to the full amount and extent of the minimums required under the General Conditions and/or Supplementary Conditions herein.
- c) 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 standard policy provisions concerning (1) loading and unloading and (2) definitions pertaining to motor vehicles licensed for road use versus unlicensed or self-propelled construction equipment, Owner strongly recommends that Contractor obtain the Commercial General Liability and the Comprehensive Auto Liability from the same insurance carrier, though not necessarily in one policy.
- d) The Contractor will purchase for the Owner an Owners and Contractors Protective (OCP) Liability policy to protect the Owner, the Engineer, their respective 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.
- e) The Contractor shall purchase a Builder's Risk-Installation Floater in a form acceptable to the Owner for the life of the Contract on insurable portions of the Project for the benefit of the Owner, the Contractor and Subcontractors, as their interests may appear. Insurable portions of the Project include, but are not necessarily limited to, building of major structures such as pumping stations, sewage treatment plants, bridges, diversion chambers and meter chambers and other property whether in

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place, stored at the job Site, stored elsewhere, or in transit at the risk of the insured(s). The policy shall be procured in the amount of the initial Contract Sum, plus the value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis as of the time of any loss. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the Project, whichever is later. Contractor shall provide a copy of the Builder's Risk policy for review by the Owner. If the Owner believes additional coverage is necessary, the Owner shall notify the Contractor in writing within seven (7) days of receiving the policy. Coverage shall be effected on an "All Risk" form including, but not limited to, the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable Laws and Regulations. The Contractor may arrange for such deductibles as it deems to be within its ability to assume, but Contractor will be held solely responsible for the amount of such deductible and for any coinsurance penalties. Any insured loss shall be adjusted with the Owner and the Contractor and paid to the Owner and Contractor as Trustee for the other insured(s).

- f) **Umbrella or Excess Liability:** The Owner or its representative may, for certain projects, require limits higher than those stated in Article 51.B which follows. The 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 its automobile liability insurance.
- g) **Railroad Protective Liability:** Where such an exposure exists, the Contractor will provide coverage in the name 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 the limits of liability shall be determined by the railroad company(ies) involved. See Contract Documents for limits and coverage requested.
- h) **Professional Liability:** Contractor shall cause any professional providing design or engineering services to Contractor as required by the Contract Documents to maintain professional liability insurance.
- i) **The Contractor shall purchase Contractor's Pollution Liability (CPL) Insurance and include the additional insureds as required by the Contract Documents.**

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j) **Impairment of Coverage:** The Owner may in its discretion, at any time and without payment of further compensation or fees to the Contractor, require the Contractor to obtain and provide satisfactory evidence of appropriate supplemental, additional or replacement insurance coverage (of any type required hereunder) in the event of any cancellation, lapse, impairment, restriction or reservation that would have the effect of either removing, reducing or rendering insecure any of the coverage required of Contractor hereunder.

B. Limits of Liability for the Contractor: The required limits of liability for insurance coverage requested in Article 51.A shall be not less than the following:

1) **Workers' Compensation**

Coverage A - Compensation:	Statutory
Coverage B - Employer's Liability - (Each Accident)	\$ 500,000
Employer's Liability (Disease Policy Limit)	\$ 500,000
Employer's Liability - (Disease - Each Employee)	\$ 500,000

2) **Commercial General Liability**

General Aggregate	\$ 2,000,000
Products-Comp/Ops Aggregate	\$ 2,000,000
Personal & Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (any one fire)	\$ 300,000
Medical Expense (any one person)	\$ 5,000

3) **Comprehensive Automobile Liability**

Combined single limit	\$ 1,000,000
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4) **OCP**

Each occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000

5) **Builder's Risk Installation Floater** Cost to Replace at Time of Loss

6) **Umbrella or Excess Liability** \$ 2,000,000

7) **Professional Liability Insurance** \$ 1,000,000

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8) Contractor's Pollution Liability Insurance (CPL)

General Aggregate	\$ 2,000,000
Each Occurrence	\$ 2,000,000

- 9) The required limits of liability for insurance coverage in the Contract Documents will be primary and non-contributory to any other insurance available to the additional insureds.

C. Insurance-Other Requirements

- 1) Notice of Cancellation or Intent not to Renew: Policies will be endorsed to provide that at least 30 days written notice shall be given to the Owner and to the Engineer of cancellation or of intent not to renew.
- 2) Evidence of Coverage: Prior to commencement of the Work, the Contractor shall furnish to the Owner, Certificates of Insurance in force on the standard Accord Form. Other forms of Certificates are acceptable only if (1) they include all the items prescribed in the Accord Form, including agreement to cancellation provisions outlined in Article 51.C.1) above, and (2) they have been approved by the Owner and Engineer in writing. The Owner reserves the right to request complete copies of 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. The Certificate(s) for the required Commercial General Liability coverage shall clearly evidence "project aggregate" policy limits, as specified in Article 51.A.2) hereof.
- 3) Additional Named Insured and Additional Insured: Insurance requirements shall include the Additional Named insured and Additional Insured as set forth in the Supplementary Conditions hereto plus any additional municipality that may be created and exists at the time of award of this Contract.
- 4) Qualification of Insurers
 - a) In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial rating not lower than XI 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-: XI will be acceptable only upon written consent of the Owner.
 - b) All sureties shall be from U.S. Treasury list. In the event of a surety delisting, delisting, bankruptcy, insolvency or loss of right to do business in the state where the Project is located, Contractor agrees to replace such surety with one that complies with the Contract Requirements as no increase in cost to the Owner. Such insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

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- 5) **Acceptance of Bonds and Insurance; No Option to Replace:** If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 51 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) as required by the Contract Documents. Owner and Contractor each shall provide to the other such additional information regarding the insurance provided as the other may reasonably request. If either party does not purchase or maintain all the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the Owner will make the final and ultimate decision as to acceptability of the insurance and bonds provided. The Contractor may elect to obtain equivalent bonds or insurance to protect its interests at Contractor's own expense. If the Contractor secures quotations or additional insurance for this Project, the Owner has the specific right to initiate and continue direct dialogue with the Contractor's insurance agency, agent, carrier, wholesaler or broker of such insurance. Owner shall decide whether a Change Order shall be issued to adjust the Contract Price accordingly.
- 6) Subcontractors, Sub-subcontractors and suppliers will be required to have the same insurance as the Contractor as specified in the General and Supplementary Conditions, except as specifically modified above or approved in writing by the Owner.
- 7) The entire amount of Contractor's liability insurance policy coverage limits, identified in the policy and on the Certificate of Insurance, must, under the policy, be available to pay damages for which the Contractor becomes liable, or for which the insured assumes liability under the indemnity agreement herein contained, and such coverage amount shall not be subject to reduction or set off by virtue of investigation or defense costs incurred by Contractor's insurer.
- 8) The entire amount of the Contractor's liability insurance policy coverage limits shall be payable by the Contractor's insurer, with no deductible to be paid by, or self-insured retention to be attributed to, the Contractor unless this requirement is waived by the Owner. Contractor's insurance policy shall be primary to any policies carried by the Owner. Contractor's Certificate of Insurance must set forth the nature and amount of any such deductible or self-insured retention.
- 9) If Contractor's liability insurance coverage is subject to any exclusions, reduction of policy limits or limitations not common to the type of coverage being provided, such exclusions or limitations shall be noted on the Certificate of Insurance.
- 10) In the event that any of the policies of insurance or insurance coverage identified on the Contractor's Certificate of Insurance are canceled or modified, or in the event that Contractor incurs liability losses, either due to activities under this Contract, or due to other activities not under this Contract but covered by the same insurance, and such losses exhaust the aggregate limits of Contractor's

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liability insurance, then in that event the Owner may in its discretion either suspend Contractor's operations or activities under this Contract or terminate this Contract, and withhold payment for work performed on the Contract

- 11) The maintenance in full current force and effect of such form and amount of insurance as Owner shall have accepted, shall be a condition precedent to the Contractor's exercise or enforcement of any rights under the Contract.
- 12) If the Contractor fails to purchase and maintain, or require to be purchased and maintained, any Insurance required under this Article 51, the Owner may, but shall not be obligated to, upon five (5) days written notice to the Contractor, purchase such insurance on behalf of the Contractor and shall be entitled to be reimbursed by the Contractor upon demand. Upon purchase of such insurance, the Owner shall issue, and the Contractor shall execute a Change Order reducing the Contract Sum by the cost of the insurance. The Contractor shall furnish all necessary information to incept and maintain such replacement insurance.
- 13) When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, the Contractor shall supply the Owner with Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the previous policy. In the event any renewal or replacement policy, for whatever reason obtained or required, is written by a carrier other than that with whom the coverage was previously placed, or the subsequent policy differs in any way from the previous policy, the Contractor also shall furnish the Owner with a certified copy of the renewal or replacement policy unless the Owner provides the Contractor with prior written consent to submit only a Certificate of Insurance for any such policy. All renewal and replacement policies shall in form and substance satisfactory to the Owner and written by carriers acceptable to the Owner.
- 14) The Contractor's liability and indemnification obligations to the Owner under the Agreement shall not be relieved or diminished by securing insurance coverage in accordance with the Owner's requirements or by the Owner's acceptance of certificates of insurance or policies. Any acceptance of insurance coverage by the Owner shall not be construed as accepting in any way deficiencies in the insurance

D. Indemnification Clause:

- 1) To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel acceptable to Owner) and hold harmless Owner, Engineer and any additional indemnities identified in the Supplementary Conditions and their respective directors, officers, members, partners, affiliates, employees, agents and successors, from and against any and all liabilities, claims, causes of action, lawsuits, liens, injuries, damages, losses and expenses (collectively "Demand(s)") to the extent caused by, arising out of, resulting from or occurring in connection with:
 - a) Contractor's breach of, or failure to comply with, the Agreement or any other contract that it enters regarding the Work, including any Default; or
 - b) Personal injury or death to any person (including, but not limited to, Contractor, Contractor's employees, Subcontractors, Subcontractors' employees and material suppliers) or injury to or destruction of property (including claims for loss of use) caused by, arising out of, resulting from, or in any way connected with (1) the Work, (2) any activity associated with the Work or (3) the operations or acts of commission or omission of Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, material suppliers, or anyone for whom Contractor is legally liable in the performance of Work (including under this Agreement), whether arising before or after completion of the Work.
- 2) To the extent caused by, arising out of, resulting from, or occurring in connection with the provisions of the above Article 51.D.1), Contractor's indemnity obligations under this Agreement shall include, but are not limited to:
 - a) Indemnity for all damages and judgment interest, all costs and fees, including, but not limited to, all defense costs, expenses and actual attorneys' fees, and all settlement payments relating to, arising out of, resulting from or in any way connected with any Demand requiring indemnity by this Agreement;
 - b) All expenses, including, but not limited to, costs, expenses and actual attorneys' fees, incurred in securing and enforcing indemnity from Contractor if Contractor fails or refuses promptly to fulfill any of the indemnity obligations under this Agreement;
 - c) All indemnification obligations imposed upon Owner or Engineer, or both, arising out of or in connection with the Work or the Agreement; and
 - d) Indemnification for any penalties and/or fines arising or resulting from Contractor's any Subcontractor's failure to comply with laws and/or regulations applicable to its/their Work.
- 3) The fault or negligence of Owner, Engineer or other indemnities shall not be a defense to or bar Contractor's duty to indemnify Owner, Engineer or other

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indemnified party except where the negligence of the Owner, Engineer or indemnity is the sole cause of the injury giving rise to the Demand.

- 4) The indemnification rights under this Agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist.
- 5) Owner, at its option, may select counsel to defend any Demand brought against it without impairing any obligation of the Contractor to provide indemnification.
- 6) In the case of claims by any employee of Contractor, anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, the indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts. Such obligations shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Agreement.
- 7) The Indemnification obligations of Contractor under this Agreement shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and Subcontractors arising solely out of:
 - a) the preparation of or the failure to prepare maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or
 - b) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
- 8) Indemnification, additional insured and hold harmless obligations of Contractor and its Subcontractors under the Contract Documents shall survive the completion or termination of this Contract.
- 9) Contractor and Subcontractors will obtain endorsements from their insurance company(ies) waiving the insurer's subrogation rights against the Owner, all engineers and all of the contractors and subcontractors identified as additional insureds in the Contract Documents, including any municipal entity now existing or newly created during the term of the Contract Documents.

51. EASEMENTS

- A. This Contract may require Work to be performed within easements provided by the Owner. All such easements are on file with the Owner and are available for inspection by the Contractor. The Contract Documents show the location and limits of all such easements.
- B. Easements provided by the Owner in the foregoing general forms also may include specific written conditions or restrictions. Contractor shall refer to individual easements for specific conditions or restrictions.

- C. The Contractor shall conduct its operations in easements to comply with all requirements contained in easement agreements, including without limitation those directed specifically to the "Contractor", to the "County", to the "Owner", to the "Drainage District" or the "Grantee". Contractor acknowledges that all costs necessary to comply with such easement agreements is included in the Contract Price. The cost, unless otherwise included in the measurement and payment section, shall be incidental to the contract.
- D. Additional agreements obtained by the Contractor from any property owner that alter or extend the rights granted under any easement agreement provided by the Owner, or any additional easement agreements obtained by the Contractor from any property owner, shall be obtained by the Contractor at its own expense. Such additional agreements or easement agreements shall not be binding upon the Owner. The Contractor shall defend and hold the Owner and any Indemnified Party harmless from any action that may arise from activities related to such additional agreements or easement agreements.

52. WAIVER OF CONSEQUENTIAL DAMAGES

- A. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes
 - 1) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
 - 2) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
- B. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination or default. Nothing contained in this Article shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. Contractor also waives any claim for such consequential damages against Engineer where such claims arise out of or relate to the Project, or the Contract Documents.

53. ATTORNEY FEE PROVISION

- A. In the event of a default, termination, or any other dispute arising out of or related to this Agreement or the interpretation or enforcement of this Agreement, Contractor agrees to pay Owner's reasonable costs, attorney fees, arbitration fees, expenses and the costs charged by necessary expert consultants and/or expert witnesses if Owner prevails in such action.

54. OWNERSHIP OF INVENTIONS

- A. Contractor will promptly disclose to the Owner each invention, discovery and improvement which it, alone or together with others, may conceive or make at any time during this Agreement and the prosecution of the Work, and which is related to the Project, the Work or Owner's business or interests.

- B. In consideration of the payment of the Contract Sum, Contractor hereby assigns, and agrees to assign, all its rights, title and interest in such inventions, discoveries and improvements to the Owner, its successors, assigns and nominees. Contractor acknowledges that it is not entitled to additional fees or compensation for any such inventions, discoveries or improvements.
- C. Whenever required to do so by the Owner, Contractor will execute any and all applications, assignments or other instruments which the Owner deems necessary to apply for and obtain copyrights or letters patent of the United States or of any foreign country, or otherwise to protect the Owner's interests in such inventions, discoveries or improvements. Any costs or fees involved in making such applications, assigning such patents, obtaining copyrights, or otherwise transferring any rights to such inventions, etc. shall be paid by the Owner.
- D. Contractor's obligations under this Article will survive the termination of the Agreement and completion of the Project and are binding upon its assigns, executors, administrators and other legal representatives.

55. OWNER'S RIGHT TO CARRY OUT THE WORK

- A. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness as determined by the Owner and Engineer in their sole discretion, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Engineer's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.
- B. The Owner's right to take such corrective actions is in addition to, and without prejudice to, any other remedy the Owner may have and shall not prejudice the Owner's right to terminate this Agreement pursuant to the terms and conditions of the Contract Documents. The failure of the Owner to enforce the provisions of this Section in any given instance, or multiple instances shall not constitute a waiver of the right to enforce the provisions of this Section for that particular instance or instances, nor of any other instance where these provisions may be enforced.

56. OWNER MAY SUSPEND WORK

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. If Contractor makes a Claim therefore as provided in herein.

57. OWNER MAY TERMINATE FOR CAUSE

A. The occurrence of any one or more of the following events will justify Owner's termination of the Contract for cause:

- 1) Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under the Contract Documents);
- 2) Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
- 3) Contractor's disregard of the authority of Owner and/or the Engineer;
- 4) Contractor becomes bankrupt, or files an arrangement proceeding, or commits any act of insolvency, or makes an assignment for the benefit of creditors;
- 5) Contractor fails to make prompt payment of any obligation to others (including but not limited to materialmen and laborers) arising from its performance of this Contract; and/or
- 6) Contractor's violation in any substantial way of any provisions of the Contract Documents.
- 7) a receiver, liquidator, trustee or assignee is appointed because of the Contractor's bankruptcy or insolvency;
- 8) a receiver is appointed for all or any substantial portion of the Contractor's properties;
- 9) Contractor abandons the Work;
- 10) Contractor submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is untrue in any material respect;
- 11) Contractor fails to make prompt payment of any obligation to others (including but not limited to materialmen and laborers) arising from its performance of this Contract; and/or
- 12) a Lien is claimed against any part of the Work or the Project Site by a member of the Construction Team, other than by reason of Owner's failure to pay Contractor amounts to which it is entitled under the Agreement, and not promptly bonded or insured over by the Contractor;
- 13) any representation made by the Contractor in the Agreement proves untrue, or the Contractor otherwise violates any provision of the Agreement;
- 14) Contractor persistently fails to comply with the requirements of the Contract

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Documents; or

- 15) Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Subsection A occur, Owner may, after giving Contractor (and surety) seven (7) days written notice of its intent to terminate the services of Contractor.
- 1) exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 - 2) incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 - 3) complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided herein, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages including but not limited to all direct and indirect costs, such as administrative and supervision costs, delay costs, all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs and fees and an allowance of ten percent (10%) of the total costs of completion for Owner's overhead and profit ("Owner's Damages"), Contractor shall immediately pay to Owner the difference, and Owner shall have a lien upon all materials, tools and appliances of Contractor taken possession of as aforesaid to secure the payment thereof, together with interest thereon at the highest rate legally permissible from the date demand therefor is made and until such excess is paid by Contractor to Owner. Owner's Damages will be reviewed by Engineer as to their reasonableness and, when so affirmed as reasonable by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Section, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Contractor's services will not be terminated if Contractor begins, within seven (7) days of receipt of notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure such failure and completes the cure of such failure within no more than thirty (30) days of receipt of said notice.
- E. When Owner terminates Contractor's services, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

5B. OWNER MAY TERMINATE FOR CONVENIENCE

- A. Upon forty-eight (48) hours written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

GENERAL CONDITIONS

- B. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this Article:
- 1) cease operations as directed by the Owner in the notice and deliver to the Owner the originals or legible copies of all Drawings, Specifications, reports and other data, records and materials in the Contractor's custody and control pertaining that portion of the Work terminated by Contractor;
 - 2) enter into no additional Subcontracts, except as necessary to complete continuing portions of the Contract take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
 - 3) terminate, on the most favorable terms possible, all Subcontracts to the extent they relate to the Work terminated except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders;
 - 4) complete the performance of Work not terminated; and
 - 5) take actions that may be necessary or that the Owner may direct, for the protection and preservation of the terminated Work and of materials, plant and equipment in transit or stored.
- C. Upon such termination, the Owner shall pay, and the Contractor, as its sole remedy, may recover (without duplication of any items) for the following:
- 1) completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2) expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3) all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and
 - 4) reasonable expenses directly attributable to termination.
- D. The Contractor hereby waives all other claims whatsoever against Owner based on the termination, including, without limitation, loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

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- E. In any recovery by the Contractor, the Owner shall be credited for (1) payments previously made to the Contractor for the terminated portion of the Work, (2) claims which the Owner has against the Contractor under the Agreement and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor.

APPENDICES

CONTRACTOR'S AFFIDAVIT

The undersigned, _____ ("Contractor") hereby represents that on _____ (date of contract) it was awarded a Contract by the Oakland County Water Resources Commissioner, County Agency for the County of Oakland County or _____ Drain Drainage District [strike one], ("Owner"), in accordance with the terms and conditions of Oakland County Contract Name _____; and the undersigned further represents that the subject Work has been accomplished and the Contract has been completed.

The undersigned hereby warrants and certifies that all of its indebtedness arising by reason of the Contract has been fully or satisfactorily secured, and that all claims from Subcontractors and others for labor and material and equipment used in accomplishing the Project, as well as all other claims arising from the performance of the Contract, have been fully paid or satisfactorily secured. The undersigned further warrants that if any such claim should hereafter arise, it shall assume responsibility for the same immediately upon Owner's request.

The undersigned, for valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all legal and equitable claims or lien rights which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used and services or work performed in completing the Owner's project.

This affidavit is freely and voluntarily given with full knowledge of the facts, on this _____ day of _____, 20____.

Contractor: _____

Signature: _____

Name: _____

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

The undersigned, on behalf of _____ ("Contractor"), hereby declares that the Contractor has not, during the period commencing with the start of the Work which is the subject of the Contract defined below to following date: _____, 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 Contractor shall ask, demand, sue for, or claim compensation from the Oakland County Water Resources Commissioner, County Agency for the County of Oakland County or _____ Drain Drainage District [strike one] ("Owner"), or its agents, in addition to the original scope of Work specified in Oakland County Purchasing Contract Number _____ and _____, on this _____ day of _____, 20____ between Contractor and Owner, and in the Change Orders for additional or extra Work issued by the Owner, in writing, as provided thereunder and/or extension of time, except as set forth on the itemized statement attached hereto.

There ☐ is ☐ is not an itemized statement attached.

Date: _____

Contractor: _____

Signature: _____

Name: _____

Title: _____

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GENERAL SPECIFICATIONS

1. INTENT

It is the intention of these General Specifications to describe work, which may be performed or required, on the various storm drains, sewer, water main or structure projects.

2. PUMPING AND DRAINING

- A. The Contractor shall provide and maintain adequate pumping and drainage facilities for removal and disposal of water from drains, sewers, trenches or other excavations. He shall also provide pumping and drainage facilities for bulk headed drain and sewer section and shall operate same as may be necessary until bulkheads have been removed or construction completed if bulkheads are to be left in place.
- B. Where underground work contains an excessive amount of water, the Contractor shall provide, install, maintain, and operate suitable well points, deep wells, connecting manifolds or other methods, and reliable pumping equipment to operate same to insure proper construction of the work.
- C. When pumping equipment and/or generators are placed within populated areas, the equipment shall be adequately muffled by using hospital quiet motors and/ or generators. The Owner will require the construction of temporary barriers to isolate noisy equipment. Temporary barriers shall be 4 feet above highest part of generator.
- D. Drainage or discharge lines shall be connected to adjacent public storm water drains or extended to nearby watercourses whenever possible. Without exception, written permission must be obtained to traverse private property. All pumping and drainage shall be done without damage to any highway or other property, public or private, or to the environment, without interference with the rights of the public or private property owners. If it should become necessary to lay pipe in water, the Engineer must approve the method of installation. The contractor is responsible for acquiring and obtaining any permits for drainage or discharge if not already provided within the contract documents at time of bid.
- E. The Contractor shall receive no extra compensation for, designing, providing, maintaining, or operating dewatering or drainage facilities.

3. SHEETING, SHORING AND BRACING

- A. Excavations shall be sheeted and braced as necessary to ensure substantial completion of the work and/or to ensure the safety of the workmen or the public or to protect adjoining structures. All excavations shall be in accordance with MIOSHA standards.
- B. No extra compensation shall be paid the Contractor for sheeting or bracing left in place, unless ordered left in place by the Engineer and then only a fair salvage value for material left in place shall be paid. The Contractor shall receive no extra compensation for sheeting or bracing left in place.

4. DISPOSAL OF EXCAVATED MATERIAL

Except for the amount of excavated materials enough for backfilling and construction of fills as called for on the plans; the Contractor shall dispose of all broken concrete, stone and excess excavated materials. The Contractor will be required to obtain his own disposal ground and will receive no extra compensation for disposing of any of the excess materials.

5. SOIL CONDITIONS

- A. Borings may have been made by the Owner at the points indicated on the plans. This information is given to bidders as an aid in the determination of the character of the soil. The Owner does not guarantee, however, that the ground encountered during construction will conform to these borings and the bidders should secure such other information, as they consider necessary to check and supplement the above data.
- B. The Contractor shall assume all risk and responsibility and shall complete the work in whatever materials, and under whatever conditions he may encounter or create without extra cost to the Owner unless a Differing Site Condition has been determined following Article 32 "Differing Site Conditions" of the General Conditions.

6. TREES

- A. The Contractor shall preserve and protect all trees along the line of his work except where specified herein to be removed and not replaced, and shall assume all risk and responsibility for any damage to trees which he may cause or create as the result of his operations under this Contract, for a period of one year.
- B. The Contractor will receive no extra compensation for preservation or protection of trees; for removal, disposal, replacement, trimming, or repair of damaged trees; or for other treatment specified herein except where noted.
- C. All work affecting all trees shall be done using the best nursery practice of the industry. Any trees, roots, trimmings and stumps which are removed during performance of contract work shall be disposed of in a manner acceptable to the Engineer, or as specified in the contract documents. Burial of trees or tree related refuse in the backfill of any excavation for contract work shall be expressly prohibited. All diseased trees or diseased tree related refuse, and all Ash or Elm trees or Ash or Elm tree related refuse shall be disposed of by burning or by other methods approved by the Michigan Department of Agriculture.
- D. Trees along the line of the work affected by the Contractor's operations which die, or trees planted by the Contractor which die, shall be removed completely by the Contractor and replaced as specified by Paragraph h. (4) below entitled, "REMOVE - REPLACE". Trees planted by the Contractor shall be guaranteed for one (1) year.

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- E. Contract work affecting trees located within the public right-of-way (dedicated or assumed) under the jurisdiction of the Road Commission for Oakland County, the Michigan Department of Transportation or of the municipality shall be governed by the requirements of the construction or forestry permits issued by these respective agencies.
- F. In some instances, it may be policy of municipalities or other governmental agencies to issue permits which specify requirements of contract work affecting trees. Requirements of such permits shall govern within the geographic boundaries established by the permit.
- G. The Contractor shall conduct and control his operations in accordance with the following specific requirements where trees are encountered in the performance of all contract work. Where such requirements differ from those specified by permits issued by the Road Commission for Oakland County, by the Michigan Department of Transportation, by municipalities or other governmental agencies, permit requirements shall govern.
- 1) Permanent Easement - Trees may be removed unless otherwise indicated on the Contract Drawings, Easement Conditions or in the Supplemental Specifications.
 - 2) Temporary Construction Easement - Trees in wooded areas shall not be clear-cut. Trees four (4) inches in diameter and smaller may be removed unless otherwise indicated on the Contract Drawings, Easement Conditions or in the Supplemental Specifications. Trees larger than four (4) inches in diameter may be removed, if necessary, unless otherwise indicated on the Contract Drawings, Easement Conditions or in the Supplemental Specifications, and only with prior approval of the Engineer.
 - 3) Private or Public Road Right-of-Way - Trees located at a distance ten (10) feet or less from the centerline of construction may be removed unless otherwise indicated on the Contract Drawings, Easement Conditions in the Supplemental Specifications, or by governing permit.

Trees located more than ten (10) feet from the centerline of construction shall not be clear-cut. Trees four (4) inches in diameter and smaller may be removed unless otherwise indicated on the Contract Drawings, Easement Conditions, in the Supplemental Specifications, or by governing permit. Trees larger than four (4) inches in diameter may be removed, if necessary, unless otherwise indicated on the Contract Drawings, Easement Conditions, in the Supplemental Specifications, or by governing permit, and only with prior approval of the Engineer.
- H. Definition and Application of Terms
- 1) Tree size is to be expressed as its diameter measured 3 feet from the ground.
 - 2) Where the term "REMOVE" is indicated to apply to a specific tree, the Contractor shall remove the tree completely, including the stump.

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- 3) Where the term "PRESERVE AND PROTECT - CONDITIONAL REMOVE" is indicated to apply to a specific tree, the Contractor may work around such tree and preserve and protect it from damage; or may remove such tree completely. If such tree is removed, the Contractor shall pay to the Property Owner the dollar amount set forth on the Contract Drawings or in the Supplemental Specifications. Should this payment not be made within 30 days, such dollar amount will be deducted from any monies due the Contractor on a subsequent regular construction estimate.
 - 4) Where the term "REMOVE - REPLACE" is indicated to apply to a specific tree, the Contractor shall remove the tree completely and plant a replacement tree. The selection of the replacement tree shall be governed by the following, appropriate condition:
 - a) The type and size tree noted on the plans or in the Supplemental Specifications.
 - b) A comparable quality tree at least two (2) inches in diameter from nursery stock acceptable to the Engineer.
 - c) The specific tree removed, if proper precautions are taken to prevent damage or permanent injury to the tree.
 - 5) Where the term "SAVE" is indicated to apply to a specific tree, the Contractor shall work around such tree and shall preserve and protect it from damage.
 - 6) Where the term "SAVE - TUNNEL" is indicated to apply to a specific tree, the Contractor shall tunnel or bore such tree.
- I. Open Cut Excavation of Trees
- 1) Trees four (4) inches in diameter and smaller may be removed and re-planted if proper precautions are taken to prevent damage or permanent injury to the tree.
 - 2) Trees eight (8) inches in diameter and smaller should not be open cut closer than four (4) feet as measured from the center of the tree to the nearest point of open cut or excavation. Undermining of the root structure or disturbance to the soil closer than four (4) feet for the total depth of open cut or excavation should be avoided.
 - 3) Trees larger than eight (8) inches in diameter and smaller than twenty-four (24) inches in diameter should not be open cut closer than the radius of the main trunk in inches multiplied by one (1) foot. For example, a twelve (12) inch diameter tree should not be open cut closer than six (6) feet. The controlling distance shall be measured from the center of the main trunk to the nearest point of open cut or excavation. Undermining of the root structure or disturbance of the soil closer than the controlling distance for the total depth of open cut or excavation should be avoided.

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- 4) Trees twenty-four (24) inches in diameter through thirty-six (36) inches in diameter should not be open cut closer than twelve (12) feet. The controlling distance shall be measured from the center of the main trunk to the nearest point of open cut or excavation. Undermining of the root structure or disturbance to the soil closer than the controlling distance for the total depth of open cut or excavation should be avoided.
- 5) Trees larger than thirty-six (36) inches in diameter should not be cut closer than one-third ($\frac{1}{3}$) the diameter of the main trunk in inches multiplied by one (1) foot. For example, a forty-two (42) inch diameter tree should not be open cut closer than fourteen (14) feet. The controlling distance shall be measured from the center of the main trunk to the nearest point of open cut or excavation. Undermining of the root structure or disturbance for the total depth of open cut or excavation should be avoided.

J. Tunnels or Bores of Trees

- 1) Tunnels or bores under or adjacent to trees shall begin and end at points which fall outside a radius measured from the center of the tree equal to the radius of the main trunk in inches multiplied by one (1) foot plus one half the depth of open cut or excavation. In addition, the open cut or excavation at tunnel or bore and points should not be closer than the distance for open cut specified above under Paragraph I.
- 2) Tunnels or bores shall be constructed using structural liners to support the mined earth. Pre-mined, unsupported, earth tunnels or bores shall be expressly prohibited.

K. Removal of Trees

Where trees are removed, the Contractor shall remove the tree, completely, including the stump and main roots.

L. Filling Under and Around Trees

Permanent placement of earth fill above existing ground level, under or around any existing tree, without the prior consent of the Engineer, should be avoided. Damage to trees may result from permanent placement of fill materials on the existing ground surface, and over the root system.

7. FINAL CLEANUP AND RESTORATION

- A. Upon completion of construction and before final payment is made the Contractor shall properly restore all disturbed areas to original or better condition as existed before his operations were started. The Contractor shall go over the entire line and refill any places that may have settled. The Contractor shall then regrade all backfilled trenches, all fills he may have made from excess excavated materials, and all other areas that may have been disturbed through his operations.

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- B. The Contractor shall restore the job site to substantially the same condition as existed prior to beginning of work. All topsoil in the area of the excavation or in any area, which will be disturbed by construction, shall be excavated and stockpiled. After backfilling is completed and settlement has taken place, the topsoil shall be replaced. Topsoil removal, stockpiling, replacement and seeding as necessary, shall be as directed by the Engineer.
- C. Minimum seeding requirement shall be MDOT "Roadside" Mixture.
- D. Where the Contractor has disturbed lawn area, he shall then bring all areas to be seeded to an acceptable subgrade and shall then apply three inches (3") of "quality" topsoil acceptable to the engineer to attain finished grade.
- 1) "Quality" topsoil shall be defined as a loose black colored soil suitable for the growth of grass seed, obtained from the upper layer of an existing soil, free of limbs, twigs, rocks, stones, roots and debris, etc., containing organic matter rich in nutrients, with negligible clay content.
 - 2) Prior to applying seed, all topsoil shall be brought to a friable condition conducive to receive the seed. All lumps and clods, etc. shall be thoroughly broken, crushed or removed. If the friable condition of the topsoil is lost through compaction or crusting due to rain, equipment movement, etc. prior to seeding, the seedbed shall again be made friable by raking, disking, etc. before applying the seed.
 - 3) The Contractor shall then apply seed and fertilizer in accordance with the following table:

Location	Seeding Requirement	Fertilizer Requirement
Maintained Lawn Areas	MDOT "Class A" Mix (30% Perennial Rye, 30% Kentucky Blue, 40% Red Fescue) applied at 100 lbs./acre	600 lbs./acre of 10-6-6
Fields, Slopes & Ditch Banks, Etc.	MDOT "Roadside" Mix (50% Perennial Rye, 15% Kentucky Blue, 35% Red Fescue) applied at 100 lbs./acre	600 lbs./acre of 10-6-6

The Contractor shall then mulch all seeded areas with unweathered small grain straw, applied at the rate of 2-3 bales/1000 sq. ft. The mulch shall be anchored in place with biodegradable netting with openings not to exceed 1 1/2 inches x 3 inches, and a minimum roll width of 35 inches. It shall be anchored with wood pegs at least 6 inches long.

The Contractor shall be responsible to ensure the growth of all seeded areas and shall reseed as necessary, at his expense, to accomplish this end. The basis for payment for seed restoration shall be 50% upon the completion of the initial seeding, with the remaining 50% being paid upon establishment of a dense lawn of permanent grasses to the satisfaction of the engineer.

- E. The Contractor may restore areas disturbed by his operations with sod conforming to MDOT 2003 Specifications Section 917.13 instead of seed, with the approval of the Engineer. In addition, sod shall be placed where called for on the Contract Drawings or

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Supplemental Specifications. Sod shall be placed on a prepared bed of 2" of "quality" topsoil. On slopes steeper than 1 vertical to 3 horizontal, the sod shall be pegged with wooden pegs or wire stakes driven flush with the surface of the sod. Sod placed by the Contractor shall match existing lawn.

The basis for payment for sod restoration shall be 50% upon completion of initial sodding, with the remaining 50% being paid upon establishment of a dense lawn of permanent grasses to the satisfaction of the engineers.

- F. If any special landscaped area is disturbed, because of the operations of the Contractor, it shall be reasonably restored to its original condition by the Contractor, or as specified in easement conditions or the contract documents.
- G. Seeding or sodding, as may be required by Road Permits, shall be done in accordance with requirements of governing body issuing said Road Permits.
- H. Final cleanup and restoration work shall be commenced and completed as soon as possible. The work must be done to assure that no disturbed areas exist within 1,000 feet behind pipe laying and/or within 30 days after pipe laying, whichever is less. The above shall apply exclusive of the time period from December 1 to April 1. The Contractor shall maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading and replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.
- I. If, in the opinion of the Engineer, work has not progressed in a reasonable manner, he shall have the right to direct the Contractor to proceed with the work or any portion thereof immediately. In the event that the Contractor does not proceed with the work immediately, as directed by the Engineer, the Engineer may order any or all other operations of the Contractor, under this Contract, to cease until the final cleanup and restoration work is proceeding in an acceptable manner. Should the Contractor fail to comply with these provisions, the owner may with or without notice cause the required restoration and cleanup to be done by the owner or others and will deduct the cost of said work from any money due or to become due the Contractor under this Contract. The performance of such work by the owner or others shall serve in no way to release the Contractor from his general or liability for the safety of the public or the work.

8. PUBLIC AND PRIVATE UTILITIES - ROAD PERMITS

- A. Utilities - Where any utilities, water, sewer, gas, telephone or any other either public or private, 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.
 - 1) When it is apparent that construction operations may endanger the foundation of any utility conduit, or the 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.

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- 2) 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 such permits and pay all inspection fees.
 - 3) When it is necessary in order to carry out the work, that a pole, electric or telephone, be moved to a new location, or moved and replaced after construction, the Contractor shall arrange for the moving of such pole or poles, and the lines thereof, and shall pay any charges therefor.
 - 4) Where it is the policy of any utility owner to make his own repairs to damaged conduit or other structures, the Contractor shall fully cooperate with the utility owner and he shall see that his operations interfere as little as possible with those operations.
- B. Existing Sewer Facilities - In certain instances, existing sewers or drains will be encountered along the line of work. In all such cases, the Contractor shall perform his operations in such a manner that sewer service will not be interrupted, and shall, at his own expense, make all temporary provisions to maintain sewer service.
- 1) Unless otherwise indicated on the plans, the Contractor shall replace any disturbed sewer or drain, or relay same to a new grade to be established by the Engineer such that enough clearance for the sewer will be provided.
 - 2) The Contractor will receive no extra compensation for replacement of sewers or drains encountered, or for relaying at a new grade.
- C. Existing Water Facilities - Where existing water facilities are encountered in the Work; they shall be maintained in operation. If necessary, they shall be relayed, using ductile iron pipe, offsets, bands and sleeves. The Contractor will receive no extra compensation for the relaying and/or lowering or raising of water mains.
- D. Existing Gas Facilities - Where existing gas facilities are encountered, the Contractor shall arrange with the gas company for any necessary relaying and shall pay for the cost of such work.
- E. In all cases the Contractor shall contact "MISS DIG" not less than 72 hours before starting construction for assistance in locating utilities or for any work to be done on utilities. The toll-free telephone number is 811.
- F. Roads and Road Permits - The Contractor shall obtain any necessary construction permits for work within public streets, highways, roads or alleys. He shall pay for same at his own expense as well as for any inspection fees that may be required in connection with such permits, and in addition to all other requirements of these Contract Documents, shall conduct his entire operation in accordance with the provisions of such permits including tunneling of pavements where required. He shall also furnish any required bonds and/or cash deposits and pay the cost of same. In the event that the Contractor fails to furnish the Owner with proof of payment within ten (10) days after receipt of billing for the above-mentioned charges, the Owner will assume that the charges are equitable and unpaid and the Owner will pay such bills and deduct the sum

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plus 10% for handling costs from any money due or to become due the Contractor under the terms of this Contract. Improved roadways or walkways damaged by the Contractor shall be repaired to substantially the same condition as existed prior to beginning of work unless otherwise stated on plans or in Supplemental Specifications.

9. REQUIREMENTS PERTAINING TO WORK WITHIN RAILROAD RIGHT-OF-WAY

- A. Where the Contract plans call for work within railroad right-of-way or where the work crosses under railroad tracks, the Contractor shall secure the approval of the railroad company of his method and schedule of operations and shall carry out his work in strict accordance therewith, all to the satisfaction of the railroad company and at no extra cost to the Owner.
- B. No work of installing, maintaining or repairing of the facility shall be done until the railroad company shall have had sufficient prior notice of at least seventy two (72) hours (exclusive of Saturdays, Sundays and Holidays) to allow assignment of an Inspector to the job to protect railroad interests.
- C. All work of installation, maintenance and repair of the facility and appurtenances shall be performed to the satisfaction of the Chief Engineer of the railroad company, or his duly authorized representative, and when any work hereunder is completed, the area shall be left in a neat, smooth and level condition.
- D. The Contractor shall reimburse the railroad for any necessary expense it is put to incidental to the installation of the facility, including the wages and expenses of railroad inspectors and flagmen.
- E. The Contractor shall reimburse the railroad for any costs due to the Contractor's operations, including the wages and/or expense of watchmen, flagmen, barricades, lights, or inspectors, etc., as required by the railroad to protect its operations and property during the Contractor's construction operations on railroad property.
- F. In the event that the Contractor fails to furnish the Owner with proof of payment within ten (10) days after receipt of billing for the above-mentioned charges, the Owner will assume that the charges are equitable and unpaid and the Owner will pay such bills and deduct that sum plus 10% for handling costs from any money due or to become due the Contractor under the terms of this Contract.
- G. All tunnel headings shall be breasted at the end of each mining operation.
- H. Prior to beginning of construction on railroad property, the Contractor shall submit, through the Owner, for approval, the details of any proposed construction shaft located within the limits of the railroad right-of-way, including details of sheeting and bracing. Any such shaft shall be tightly braced to prevent any movement of the adjacent soil or structure.
- I. The additional named insured under GENERAL CONDITIONS for "Owner's Protective Public Liability and Property Damage Insurance" and "Owner's and Contractors Protective Public Liability and Property Damage Insurance", shall include the name of the railroad company.

10. GAS

If gas is present in existing sewers or open excavations in which the Contractor must work, the sewer or open excavation shall be cleared of gas before entering. If the gas cannot be removed by natural ventilation, or by the removal of manhole covers on existing sewer appurtenances, the Contractor shall maintain forced draft or such other gas control or removal process as may be necessary to render the sewers or open excavation safe as determined by gas detection instruments and shall pay all costs therefor.

11. MAINTENANCE AND RESTORATION OF ROAD SURFACES, STRUCTURES AND TRENCH BACKFILL

- A. All structures, including curbing, driveways, walks, paving, gravel, or street road surfaces, etc. that may be damaged or destroyed by the Contractor's operations, shall be maintained, repaired and replaced by him at his own expense.
- B. In order to ensure proper maintenance of service, the Contractor shall follow immediately behind the pipe laying operation with the restoration of all drainage facilities including driveways and road culverts, catch basins, manholes, ditches, sewers, and any other structure as deemed necessary by the Engineer. Mailboxes were removed or disturbed shall be replaced as soon as is practicable. Trenches shall be promptly backfilled after the pipe is laid with no more than 50 lineal feet of trench being open at one time. The trench backfill may be neatly mounded over the centerline of the excavation to provide enough material to establish the original grade after settlement has taken place. All construction debris, equipment, and excess dirt shall be removed from the site. Stockpiling of excess excavated materials in large piles will not be allowed without permission of the Engineer.
- C. All haul roads, detour roads, gravel roads, and driveways must be maintained in a dust-free condition during the life of this Contract. The control of dust shall be accomplished by the application of dust control materials and methods of application, which are in accordance with the requirements of the agency having jurisdiction over the roadway. Such dust control materials shall be applied as often as is necessary to control the dust. The use of road oils and waste oils to control dust is prohibited.
- D. Where concrete or asphalt areas are disturbed, temporary cold patching will be as required elsewhere in these Contract Documents.
- E. Maintenance and restoration of road surfaces, structures and trench backfill shall be commenced and completed within a reasonable length of time after construction. If in the opinion of the Engineer work has not progressed in a reasonable manner, he shall have the right to direct the Contractor to proceed with the work or any portion thereof immediately. In the event that the Contractor does not proceed with the work immediately, as directed by the Engineer, the Engineer may order any or all other operations of the Contract, under this Contract, to cease until the maintenance and restoration of road surfaces, structures and trench backfill is proceeding in an acceptable manner.
- F. If, due to weather conditions, the existing gravel roads, disturbed by the Contractor's operations, cannot be maintained with 21AA natural aggregate, the Contractor shall, at

the Engineer's request, provide sufficient crushed stone of a size approved by the Engineer until final restoration can be accomplished with 21AA natural aggregate.

- G. The Contractor shall immediately restore all roadways and shoulders with 8" of 21AA natural aggregate, parking areas and driveways with a minimum of 6" 21AA natural aggregate and shall maintain as settling occurs. If necessary, the Contractor shall build a sub-base using larger size aggregate in order to open the facility to traffic.
- H. All driveways disturbed by the Contractor's operations shall be promptly restored by the Contractor using materials matching or exceeding the performance characteristics and visual aspects of the original driveway construction.
- I. New gravel shall be used for all road and driveway restoration, no salvaged material shall be used.

12. REPLACEMENT OF CONCRETE OR ASPHALT PAVEMENT CROSSINGS

Unless otherwise specified or required by the local units of government, the Road Commission for Oakland County or the Michigan Department of Transportation, all existing concrete or asphalt paved areas shall be restored with materials of similar type, thickness and width to match existing material using the following minimum criteria:

A. Concrete Pavement Replacement

- 1) The replacement concrete shall be at least the thickness of the existing slab and of Grade A (3,500 p.s.i.) compressive strength.
- 2) In all cases, the concrete replacement shall be a minimum of four (4") inches thick and have a minimum 18 inches bearing on undisturbed ground on each side of the trench excavation.
- 3) The existing slab shall be saw-cut to provide the concrete replacement width required in (2), above, however if a saw-cut is closer than three (3) feet from a parallel joint, the existing slab shall be removed and replaced to that joint.
- 4) The concrete replacement shall be reinforced in a manner equal to the existing slab, however, if the existing slab is unreinforced the replacement concrete shall have a 6" x 6" w6/w6 welded wire fabric, steel mesh placed therein.
- 5) A temporary cold patch (equal to the Michigan Department of Transportation CP-3 Patching Mixture) shall be used to surface the area where the concrete has been removed until the concrete pavement can be replacement. The Contractor shall maintain this temporary cold patch until it is removed for completion of the work.

B. Asphalt Pavement Replacement

- 1) Asphalt surfaces shall be replaced to sawed joints as directed by the Engineer. Repair areas shall be such that the sawed joints are parallel to the undisturbed edge of the surface at the furthest extremity of the disturbed area. No "checkerboard" repairs shall be permitted.
- 2) The asphalt replacement shall have a minimum of eight (8) inches of MDOT 21AA natural gravel or slag aggregate, or approved equal, to match original aggregate subgrade material, with a minimum of four (4) inches of bituminous surface course in accordance with MDOT (2003) Division 5 Specifications, as necessary to match existing surface.
- 3) (3) A temporary cold patch (equal to Michigan Department of Transportation CP-3 Patching Mixture) shall be used to surface the area where the asphalt has been removed until the asphalt pavement can be replaced. The Contractor shall maintain this temporary cold patch until it is removed for completion of the work.

- C. Replacement of Driveway Approach Pavement: When either asphalt or concrete drive approach pavement is removed, the area to be repaired shall include the entire approach from the existing pavement to the sidewalk. If there is no sidewalk the repair shall extend to the "throat" of the driveway or to the point at which the approach meets the driveway at its normal width.

13. ENGINEER'S AND INSPECTOR'S FIELD OFFICE

- A. The Contractor shall provide and maintain, at his own expense, a field office for the exclusive use of the Owner's Engineers and Inspectors. It shall be centrally located within the limits of the Contract. The field office shall have all utilities in service PRIOR to the commencement of construction and shall not be removed until the completion of all work including cleanup and restoration. The Contractor shall not remove the field office without receiving written permission to do so from the Owner.
- B. The field office shall contain a minimum area of 192 square feet and be equipped with the following: heat, air conditioning, electric lights, sanitary facilities, closet, two desks, matching rolling desk chair, one drafting table and padded drafting stool, a print rack, fax-copier, six sturdy chairs, a four drawer legal size file cabinet, a 3 foot by 4 foot bulletin board, mop, broom, pail, first aid kit, fire extinguisher, bottled water and dispenser, locks and 4 keys for the doors.
- C. Field offices, having chemical/holding tank sanitary facilities may be utilized provided, in the opinion of the Owner, the Contractor adequately maintains the sanitary facilities.
- D. The Contractor will receive no special payment for the cost of the field office, and the cost shall be included in other items of the proposal. Costs of heat, electricity and telephone service, including reasonable toll calls, shall be borne by the Contractor. Two or more Contractors on a multi-sectioned project may join to furnish a field office, if, in the opinion of the Owner, it would meet certain location and size requirements.

- E. A mobile telephone system may be provided for telephone service, subject to approval of the Owner and Engineer.

14. CONTRACTOR FURNISHED SURVEY EQUIPMENT

The Contractor shall provide one (1) Inpod, automatic level and level rod for the use of the Inspector for the duration of the project. The level rod shall be in English units. The equipment shall be of commercial construction grade quality. The equipment shall be calibrated at the start of the project with a copy of the calibration certificate provided to the Inspector for his records. The survey equipment will be returned to the Contractor at the end of the project.

15. MONUMENTS

Monuments or other recognized property boundary markers at street intersections, section corners, acreage or lot corners, and right-of-way lines shall be preserved and protected. Where such monuments or markers must be removed during construction, the Engineer shall be notified and the Contractor shall make all necessary arrangements, at their own expense, with a Land Surveyor registered in the State of Michigan to have these monuments or markers properly witnessed prior to disturbance or removal and later reset by the Registered Land Surveyor.

16. MAINTENANCE OF TRAFFIC

- A. During the progress of the work, the Contractor shall accommodate both vehicular and pedestrian traffic in road rights-of-way as provided in these specifications. Access to fire hydrants, water and gas valves shall always be maintained. All local traffic ordinances and regulations of the Fire and Police Department and the Department of Public Services shall govern the Contractor's truck and equipment operations on public streets.
- B. Working sites at manholes, alignment holes, and other minor openings in streets need not be fenced but they shall not be larger than necessary and shall be well protected by barricades and lights and shall not be occupied longer than necessary. Small openings in streets shall be covered with strong steel plates anchored in place, when they are not required to be open for construction purposes.
- C. Shaft locations shall be selected at point where they will interfere with traffic as little as possible and their working site arrangements shall meet the approval of the Engineer. Detouring of traffic shall be done in accordance with the requirements of the municipal unit having jurisdiction therefor.
- D. Where streets are partially obstructed, the Contractor shall place and maintain temporary driveways, ramps, bridges and crossings that, in the opinion of the Engineer, are necessary to accommodate the public. In the event of the Contractor's failure to comply with the foregoing provisions, 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 this Contract, but the performance of such work by the Owner, or at his insistence, shall serve in no way to release the Contractor from his liability for the safety of the traveling public.

- E. The Contractor shall provide flagmen, warning lights, signs and barricades necessary to direct and protect vehicular and pedestrian traffic.
- F. The Contractor shall inform the local Police, Fire and Public Services Department in advance of his program of street obstructions and detours, so that those Departments have ample time to develop plans for servicing the area in case of an emergency. He shall also notify the Owner at least one week prior to obstructing any street.

17. SCHEDULE FOR SMALL PROJECTS (Strike for Large Project)

The requirements for scheduling are specified in the following articles. Modifications, if any, can be found in the Supplementary Conditions.

A. PRELIMINARY SCHEDULE

- 1) The Bidder's Preliminary Schedule will provide an orderly progression of the work to completion within the Contract Times. The Preliminary Schedule will outline major project milestones including completion dates. The schedule will include all major construction activities such as shop drawing preparation, shop fabrication, intervals from purchase to delivery of purchased items, crew and other resource loading, field activity durations, etc., and will be sufficiently detailed to enable Owner and Engineer to evaluate the Contractor's plan and ability to complete all aspects of the work within the Contract Time periods. The preliminary schedule shall include all activity by others that Contractor requires to successfully complete the project, and its scheduled activities within the times set forth in the schedule. The schedule shall show all critical path activities regardless of duration. The schedule shall include at least 75 activities and no single activity shall have a duration greater than four weeks.
- 2) The Bidder's Preliminary Schedule shall be prepared using the current version of Microsoft Project, Primavera Project Planner software or Microsoft Excel. Failure to provide the requested schedule including all the provisions in this specification may result in the Contractor being declared non-responsive.
- 3) The Bidder's Preliminary Schedule shall be based on the anticipated Notice to Proceed date provided in the Proposal.
- 4) The Contractor shall submit the schedule with the Bid.

B. PROJECT PROGRESS SCHEDULE

- 1) Within ten (10) days after bids are received by the Owner, the Contractor who has submitted the low bid shall submit in electronic format with a printed color hard copy of a Project Progress Schedule. Second and third low bidders may be required to submit a Project Progress Schedule upon ten (10) days notice. Said schedule shall comply with the requirements set forth in the scheduling requirements below.

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- 2) The Project Progress Schedule shall show in a clear, graphical manner the proposed dates for the commencement and completion of each of the various bid items of the work. The schedule shall be predicated on the Notice to Proceed date as specified in the Proposal and the completion date outlined in the AGREEMENT, Article 2, entitled THE TIME. The schedule shall indicate the number of crews, including subcontractors if any is to be employed, on the project and the manner and times in which they will be utilized.
- 3) The Contractor may use Microsoft Project, Primavera, Excel, or other suitable programs in a format acceptable to the Owner.
- 4) The Contractor shall provide periodic updates of the schedule, at least monthly to the Owner.
- 5) Should the Contractor elect to change the Project Progress Schedule by the addition of one or more crews, he shall notify the Engineer in writing along with revised Project Progress Schedule two (2) weeks prior to the addition of any crew(s).
- 6) Should the Contractor elect to change his location of work or move to a different area, the Contractor shall notify the Engineer seventy-two (72) hours in advance (excluding weekends and holidays) of his intended move.
- 7) If during the course of the work, the time of completion of the Contract is extended, or if in the opinion of the Owner the progress is behind schedule so as to affect its completion, the Project Progress Schedule shall be corrected to show the revised commencement and completion dates of those parts of the work which are affected.
- 8) The schedule shall include activities that represent the major milestones and completion dates listed within the Contract Documents.
- 9) The schedule shall include Submittals and Submittal-Owner Approval activities, as well as time required for fabrication, delivery, storage, installation, testing close-out, and commissioning.
- 10) The activities shall be connected by only "finish-to-start" (FS) logic ties. If a relationship between activities cannot be accurately depicted using FS, then the Contractor can request the use of other logic types.
- 11) The Contractor shall provide the Project Progress Schedule to the Owner in hard copy print outs in bar chart format, printed landscape on 11"x17" paper with the timescale formatted to fit on 1 page wide, unless otherwise requested in writing by the Owner. The print out shall include columns indicating the Activity ID, Activity Name, Remaining Duration, Start Date, Finish Date, Total Float, and any other dates requested by the Owner.

C. MEASUREMENT OF CHANGE

- 1) The only means of changing the completion dates or milestones of the project is

by a fully executed Change Order as set out in the Contract Documents.

- 2) The Contractor must identify, at the time that a change in the work is identified, what, if any, activities are impacted by the change and/or what new activities that are required to sufficiently depict the changed work in the schedule.
- 3) No requests for additional time will be granted unless entitlement is demonstrated by a contemporaneous time impact analysis.
- 4) All direct and indirect impacts from approved changed conditions must be indicated in the schedule.

D. SCHEDULE FLOAT

Any float existing, found, or created in the schedule shall belong equally to the Contractor and the Owner from the time of the Project Progress Schedule approval. Each party may use the float it owns. However, no damages will be recoverable by the Contractor based on an asserted right to an early finish date prior to the Contract or milestone completion deadlines.

18. SCHEDULE FOR LARGE PROJECTS (Strike for small project)

The requirements for scheduling are specified in the following articles. Modifications, if any, can be found in the Supplementary Conditions.

A. PRELIMINARY SCHEDULE

- 1) Each Bidder shall submit with the Bid Documents a preliminary resource-loaded schedule demonstrating the Bidder's plan to complete the construction work within the time allowed in the Contract and to achieve the completion of any milestones identified in the Contract Documents.
- 2) The Bidder's Preliminary Schedule will provide an orderly progression of the work to completion within the Contract Times. The Preliminary Schedule will outline major project milestones including completion dates. This will be a detailed incremental, logic driven CPM (Critical Path Method) schedule for the work of the Contract, and will reflect the Contract dates and include all construction activities such as detailing, shop fabrication, intervals from purchase to delivery of purchased items, crew and other resource loading, field activity durations, etc., and will be sufficiently detailed to enable the Owner and Engineer to evaluate the Contractor's plan and ability to complete all aspects of the work within the Contract Time periods. The preliminary schedule shall include all activity by others that Contractor requires to successfully complete the project, and its scheduled activities within the times set forth in the schedule. The schedule shall show all critical path activities regardless of duration. The Schedule shall include at least 75 activities and no single activity shall have a duration greater than four weeks. The Preliminary Schedule shall form the basis for the Baseline Project Schedule required by the Contract Documents.
- 3) The Bidder's Preliminary Schedule shall be prepared using the current version of

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Primavera Project Planner software or Microsoft Project and shall be submitted with the Bid in electronic format with a printed color hard copy. Failure to provide the requested schedule including all the above provisions may result in the Contractor being declared nonresponsive.

- 4) The Bidder's Preliminary Schedule shall be based on a Notice to Proceed date identified in the Proposal.

B. PROJECT BASELINE SCHEDULE

- 1) Within 10 calendar days of Notice of Award, the Contractor shall provide a Project Baseline Schedule which depicts all major elements of the work and calculates a completion date consistent with the completion dates listed in the Contract Documents. The Project Baseline Schedule shall be based on the Preliminary Schedule expanding the activities and detail as well as making any necessary corrections. It is expected that the number of activities in the Baseline Schedule will exceed the number of activities in the Preliminary Schedule. The exact minimum number of activities is to be determined by the Engineer or Owner. Any change in activity titles in the Preliminary Schedule shall be specifically identified to the Owner prior to use in the Project Baseline Schedule. The Contractor shall immediately address any exceptions taken by the Owner or Engineer. The schedule is not properly submitted until the Owner returns the schedule to the Contractor with "No Exceptions". The return of the schedule with "No Exceptions" will not constitute adoption of the schedule by the Engineer or Owner. This designation merely means that the Owner has not discovered any obvious errors in the schedule or obvious deviations from the schedule requirements in the Contract Documents. The return of the schedule with "No Exceptions" shall not preclude the Owner or Engineer from raising exceptions to subsequent updates regardless of whether those concerns appeared on the Project Baseline Schedule.
- 2) The Project Baseline Schedule shall include only the work shown in the Contract Documents at the time of Notice of Award as well as the obligations of others affecting the Work. The Project Baseline Schedule shall not show any progress of the work since the start of the project and shall not reflect any changes, claims, disputes or extra work performed or anticipated on the project.
- 3) The Project Baseline Schedule shall include a narrative that includes the following information (which may be appended by the Owner or Engineer at any time):
 - a) Overall description of the general work sequence
 - b) Summary of the critical path
 - c) Description of allowances made for adverse weather
 - d) Description of the basis for the durations
 - e) Listing of known project risks

- f) Description of the general procurement plan for long lead equipment and materials
- g) A general overview of labor availability
- h) An overall site logistics and staging plan, including crane plans

C. TWO WEEK LOOK AHEAD

Contractor's Scheduler shall prepare two-week look-ahead schedules and present such schedules at the Progress Meetings. Copies of the two-week look-ahead schedules shall be provided by Contractor to Engineer and Owner every Monday and at or before each Progress Meeting.

D. SCHEDULE MEETINGS

- 1) Contractor's Scheduler shall meet with the Scheduler appointed by the Owner as deemed necessary by the Owner's Scheduler, to review the progress of the Work; discuss without limitation any schedule concerns; the impact of any pending changes or claims, and the methods by which any delays may be made up through adjustments of the schedule logic, sequencing, overlapping Work, or other means. The Schedulers will determine any adjustments or updates that need to be made to the current schedule.
- 2) At least ten (10) days before any Application for Payment is submitted, Contractor will submit a schedule update based on the discussion between the Schedulers and in conformance with the requirements for schedule updates set out in the Contract Documents. If the Contractor disagrees with any change requested by the Scheduler appointed by the Owner, the Contractor shall note the disagreement on the schedule update and shall prepare the update in conformance with the analysis of the Scheduler appointed by the Owner. Contractor, at Engineer's request, shall require its Subcontractors and suppliers to attend progress or other meetings as requested by Engineer and as Engineer shall deem appropriate.

E. SCHEDULE UPDATES

- 1) Contractor shall revise the schedule update to address any exceptions noted by the Owner due to the failure to fully comply with the requirements set out herein or in the Scheduling Requirements as set forth in the Contract Documents. If necessary, Contractor's Scheduler shall meet with the Owner, Engineer, or Scheduler appointed by the Owner to discuss the schedule update and resolve any disputes or concerns. Any such meeting shall be conducted separately from the regularly scheduled Progress Meeting described herein. Contractor shall not be paid any sums for Work on an Application for Payment until the schedule update from the previous month is submitted to the Engineer and returned to the Contractor with "No Exceptions".

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- 2) Should the Contractor elect to change the schedule by the addition of one or more crews, he shall notify the Engineer in writing along with revised schedule two (2) weeks prior to the addition of any crew(s).
- 3) Should the Contractor elect to change his location of work or move to a different area, he shall notify the Engineer seventy-two (72) hours in advance (excluding weekends and holidays) of his intended move.
- 4) If during the course of the work, the time of completion of the Contract is extended, or if in the opinion of the Owner the progress is behind schedule so as to affect its completion, the schedule shall be corrected to show the revised commencement and completion dates of those parts of the work which are affected.
- 5) At least 10 days before submission of each Application for Payment, a conference attended by Contractor, Contractor's Scheduler, Engineer, Owner's Scheduler, and others as appropriate will be held to review the proposed schedule update to be submitted in accordance with the Contract Documents. Contractor will have 10 days to make corrections and adjustments and to complete and resubmit the schedule updates with the monthly progress payment application. No progress payment will be due to or made to Contractor until the current schedule updates are submitted to Engineer, and until the prior month schedule update has been returned to the Contractor by the Engineer with "No Exceptions."
- 6) The schedule shall be updated to indicate the actual progress of the work since the previous update and the intended sequence of the remaining work. All Work required to complete the Contract shall be included on the schedule updates, including Work relating to changes, disputes, claims, and delays or asserted delays. Schedule updates shall not include assertions as to the responsibility for any delays, claims or purported added work. The schedule updates shall not reflect theoretical time for completion beyond the time necessary for completion of the work. Schedule updates shall not move any completion dates or milestones unless a Change Order has been issued. A schedule review returned with exceptions, or other comments or response to a schedule update shall not constitute approval of a schedule modification, or a change order or work directive. The schedule updates are a report to the Owner of the Contractor's specific plan for completing the work and the time the Contractor believes is necessary to perform all the required Work.
- 7) In the event that actual progress of the work or any modifications to the sequence or duration of the activities causes the completion milestones of the project to be delayed beyond the dates indicated in the previous update, the Contractor shall make every effort to re-sequence the Work (or otherwise adjust the schedule) to eliminate the delay. Unless determined otherwise through the issuance of a written, fully executed Change Order, the cost of the re-sequencing shall be borne by the Contractor.
- 8) The Contractor shall certify each scheduling submission indicating that it has accurately depicted the critical path of the project

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- 9) The Contractor shall provide an electronic copy of each schedule update to the Owner in the native scheduling software format approved by the Owner.
- 10) Each schedule update shall be submitted to the Owner with a narrative report indicating the major changes that occurred (and the reason for the changes) including:
 - a) Activities added to the schedule
 - b) Activities deleted from the schedule
 - c) Logic revisions
 - d) Changes to the Critical Path
 - e) Calendar changes
 - f) Added or deleted constraint dates
 - g) Duration Changes
- 11) The Contractor must provide with each update a listing of all activities, complete with the current float values that require specific input or direction from the Owner.
- 12) The Contractor may not rename activities included in the Project Baseline Schedule nor divide existing activities into new activities or sub-activities without the written consent of Owner. Additionally, the Contractor is not to re-use Activity IDs (i.e., if an activity is deleted, that ID shall not be used for a new activity).
- 13) Significant changes to the schedule sequence or the addition/deletion of change order work may necessitate a schedule Revision. This is effectively a re-baselining of the project, and the schedule shall be designated and reviewed as a Revision.

F. CONTRACTOR'S SCHEDULER

- 1) The Contractor's Scheduler may be an employee of Contractor or an outside consultant. Contractor will identify and provide qualifications of the Scheduler within five (5) days after Notice to Award. The Owner may reject the Scheduler if they don't meet the minimum qualifications or is otherwise unacceptable. In the event the Scheduler is rejected by the Owner, or becomes unavailable to the Contractor, the Contractor will immediately appoint a qualified replacement Scheduler and submit the qualifications of the replacement Scheduler for review by the Owner.
- 2) Contractor's Scheduler shall prepare the Project Baseline Schedule, all schedule updates, and any time impact analysis, make up schedules or acceleration schedules required by the Contract Documents. The Contractor's scheduler shall

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attend all project meetings where scheduling input is necessary, as well as attend the meetings and perform the duties set out in the Contract Documents.

- 3) Contractor shall appoint a project scheduler with the following minimum qualifications (unless otherwise modified by the Owner or Engineer):
 - a) At least five years of experience using the most recent version of Microsoft Project or Primavera Project Planner.
 - b) Scheduling for at least three heavy construction projects each with a total construction value in excess of ten million dollars (\$10,000,000) each

G. SCHEDULE STANDARDS

- 1) The Contractor shall employ the Critical Path Method (or similar, pre-approved method) scheduling technique to create and maintain a current and accurate schedule depicting the actual and expected progress of the work and meeting the following requirements:
- 2) The Contractor shall create its schedule using the latest version of Microsoft Project or Primavera Project Planner.
- 3) Each element of work on the project shall be shown as an activity or group of activities on the schedule in the detail necessary to accurately depict every step required to complete the project. At least 300 discrete activities shall be included on the Preliminary Schedule, however, Owner and Engineer retains the right to modify the minimum activity count.
- 4) In addition to construction activities, the schedule shall include applicable activities for design and procurement (of both subcontractors and material). The material delivery date shall be the same as provided in the Consolidated Submittal Schedule.
- 5) The schedule shall include activities that represent the major milestones and completion dates listed within the Contract Documents.
- 6) The schedule shall include Submittals and Submittal-Owner Approval activities, as well as time required for fabrication, delivery, storage, installation, testing, start-up, training, close-out, and commissioning.
- 7) The activities shall form a complete network wherein all activities shall have at least one predecessor and one successor. Each activity shall have as many predecessor or successor activities as is necessary to accurately calculate the Critical Path of the Project.
- 8) Each activity shall have as many predecessor or successor activities as is necessary to accurately reflect the requirements to complete the work.

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- 9) The activities shall be connected by only 'finish-to-start' (FS) logic ties with 0-day lags. If a relationship between activities cannot be accurately depicted using FS, then the Contractor can request the use of other logic types.
- 10) The Contractor shall refrain from constraining activity dates in the schedule. If the Contractor feels constraints are necessary, the Contractor will detail the reasons for the constraints to the Engineer for approval.
- 11) The Critical Path shall be the longest continuous chain of activities in the network from the data date of the schedule through Substantial and Final Completion of the project.
- 12) The schedule must contain activities that clearly identify information, materials, actions or directions required from the Owner to progress the work.
- 13) The Contractor shall provide all schedules to the Owner in hard copy print outs in bar chart format, printed landscape on 11"x17" paper with the timescale formatted to fit on 1 page wide, unless otherwise requested in writing by the Owner. The printout shall include columns indicating the Activity ID, Activity Name, Remaining Duration, Start Date, Finish Date, Total Float, and any other dates requested by the Owner.
- 14) The Contractor shall also submit all schedule files in the native scheduling program electronic format.
- 15) The schedule shall clearly show the calculated critical path of the project.
- 16) Schedule calendars must be developed to accurately reflect the working times for each activity based on the specific requirements of the project.
- 17) The Contractor must provide a manpower curve for each trade based on the activity duration and sequence as calculated by the scheduling software.
- 18) The schedule shall include a specific plan for dealing with 'normal adverse weather'. This is weather that can be reasonably expected to slow or stop work, based on historical weather in the same general geographic area. Examples of such weather include, but are not limited to wind, cold, heat, humidity, rain, and snow. Time extensions for 'abnormal adverse weather' will only be considered if the Contractor provides specifics as to why the actual weather is abnormally adverse. Analysis of historical weather data will nearly always demonstrate that normal adverse weather should be anticipated by the Contractor every month. This must be planned for in the schedule.
- 19) The schedule shall include appropriate activity codes and work breakdown structure (WBS) such that it can be easily grouped, filtered, and sorted. The Engineer may suggest additional codes.
- 20) At any time, the Owner may request that an existing schedule be resource loaded to ensure that the Contractor is making adequate progress towards the final completion deadlines.

H. MEASUREMENT OF CHANGE

- 1) The only means of changing the completion dates or milestones of the project is by a fully executed Change Order as set out in the Contract Documents.
- 2) The Contractor must identify, at the time that a change in the work is identified, what, if any, activities are impacted by the change and/or what new activities that are required to sufficiently depict the changed work in the CPM schedule.
- 3) No requests for additional time will be granted unless entitlement is demonstrated by a contemporaneous time impact analysis.
- 4) All direct and indirect impacts from approved changed conditions must be indicated in the schedule.

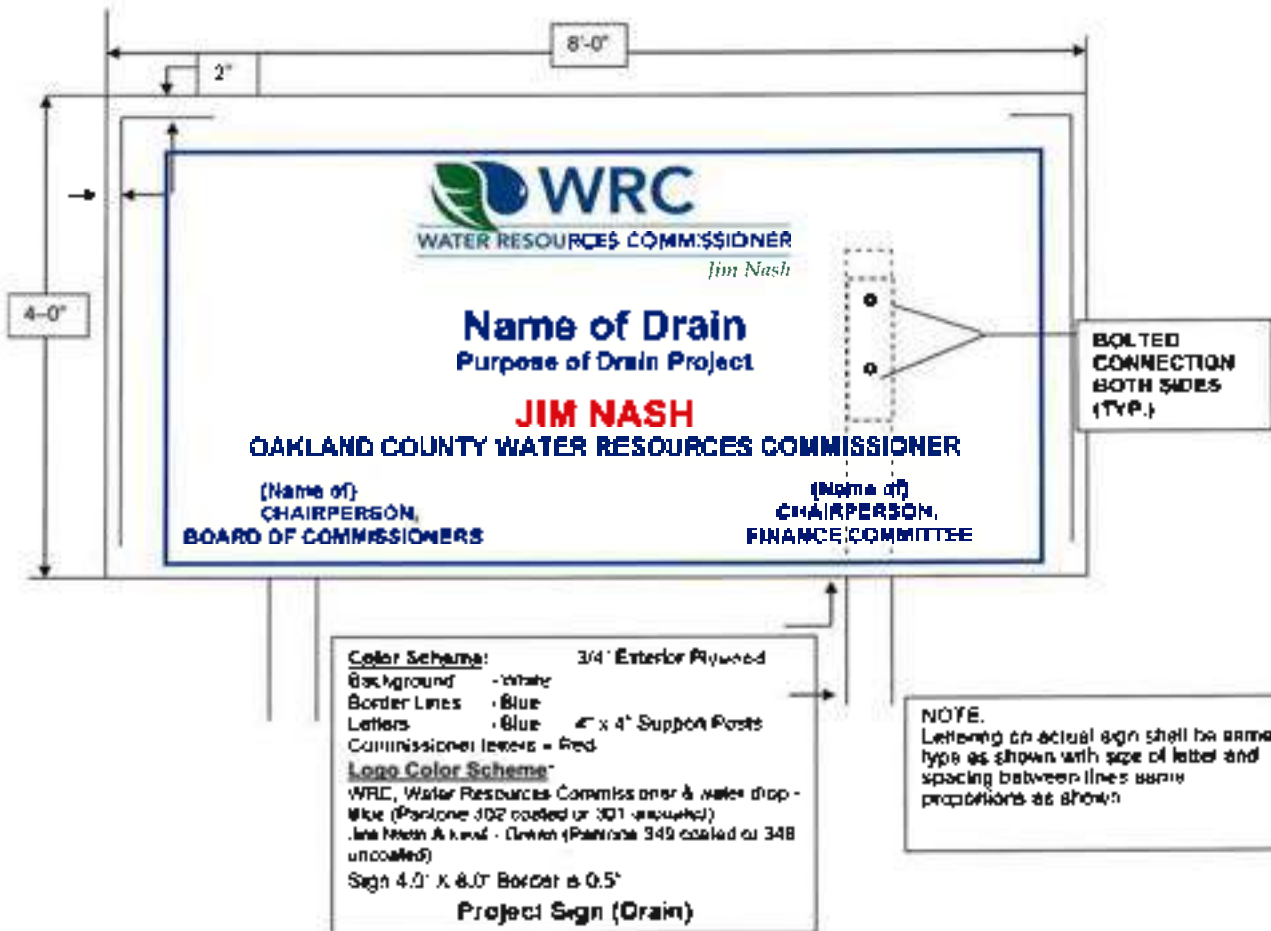
I. SCHEDULE FLOAT

Any float existing, found, or created in the schedule shall belong equally to the Contractor and the Owner from the time of Project Baseline Schedule approval. Each party may use the float it owns. However, no damages will be recoverable by the Contractor based on an asserted right to an early finish date prior to the Contract or milestone completion deadlines.

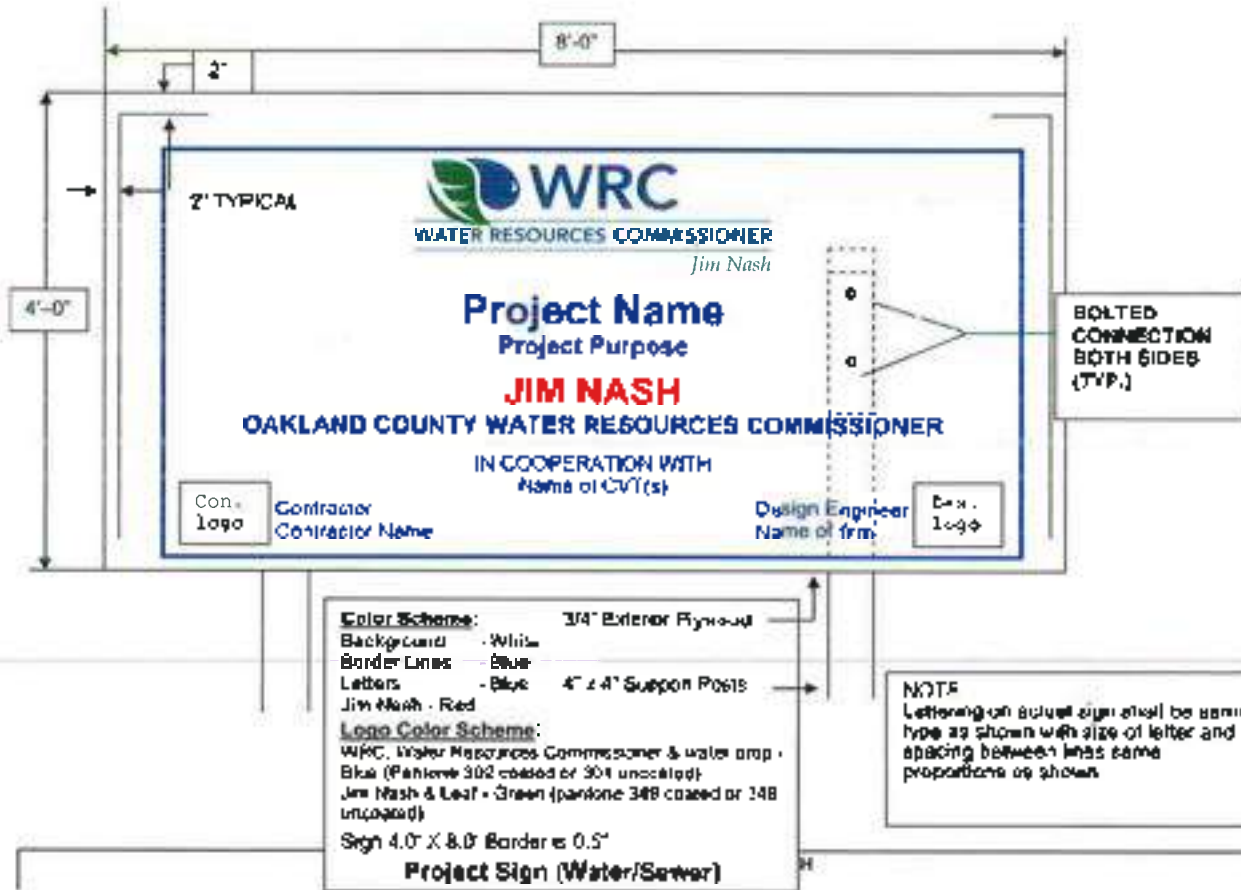
19. SIGNS

- A. The Contractor will furnish and erect one sign for each section of the Project, at those locations as directed by the Engineer.
- B. The Project sign shall be in accordance with the drawing shown on the following page, made of 3/4-inch exterior plywood with blue and red letters on a white background and maintained in good condition until completion of the project.
- C. The Engineer will supply to the Contractor an electronic copy of the WRC logo for use on the sign(s).
- D. A draft copy of the sign(s) must be approved by the Engineer prior to final production.
- E. Signs must be in accordance with local ordinances.

GENERAL SPECIFICATIONS



GENERAL SPECIFICATIONS





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/6/2022

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		CONTACT NAME: Kathleen Wagon	
VTC Insurance Group		PHONE (A-C, No. Ext.): (248) 530-3259	FAX (A-C, No. Ext.): (248) 479-3747
Troy Office		E-MAIL ADDRESS: kwagon@vtcins.com	
1175 W. Long Lake Ste. 200		INSURER(S) AFFORDING COVERAGE	
Troy MI 48068-4860		INSURER A: National Fire Ins. of Hartford	NAIC # 20478
INSURED		INSURER B: Continental Insurance Co.	NAIC # 035289
D'Angelo Bros Inc.		INSURER C: Valley Forge Insurance Co.	NAIC # 20508
30836 8 Mile Road		INSURER D: Underwriters at Lloyd's of London	NAIC # 32727
Farmington Hills, MI 48336		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 22-23 Master **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	ADOL. INSR.	SUBR. WOOD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIM MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000
	<input checked="" type="checkbox"/> Contractual Liability	X	Y	6079810488	4/1/2022	4/1/2023	NOB EXP (Any one person) \$ 15,000
	<input checked="" type="checkbox"/> X, C, U Included						PERSONAL & ADJ. INJURY \$ 1,000,000
	GEN. AGGREGATE LIMIT APPLIES FOR						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMMODITIES \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	X	Y	6079810488	4/1/2022	4/1/2023	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> X SCHEDULED AUTOS						\$
C	<input checked="" type="checkbox"/> UNIVERSAL LIABILITY			6079810488			EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIABILITY						AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> RETENTION \$	U	X	Y	4/1/2022	4/1/2023	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	any PROPRIETOR/PARTNER/EXECUTIVE OFFICER/BOARDER INCLUDED? (Mandatory - YES/NO)	Y/N	N/A	Y	4/1/2022	4/1/2023	E.L. EACH ACCIDENT \$ 1,000,000
D	<input checked="" type="checkbox"/> POLLUTION LIABILITY	X	Y	6079804328	4/1/2022	4/1/2023	E.L. EACH EMPLOYEE \$ 1,000,000
	<input checked="" type="checkbox"/> INSTALLATION FLOATER			6079810488	4/1/2022	4/1/2023	E.L. EXCESS - POLICY LIMIT \$ 1,000,000
							E.L. EACH POLICY LIMIT \$ 32,000,000 Agg
							Local Reg. Excess \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)
 Project: Oakland County As-Needed Water Service Line Material Verification Program WRC JOB 20201028 & 20210868. Where required by written contract, Oakland County Water Resources Commissioner's Office and Hubbell, Roth & Clark, Inc. are additional insured on the General Liability policy with respects to ongoing and completed operations performed by the named insured and with respect to the auto liability coverage. Where required by written contract, additional insured coverage provided under the General Liability and Automobile Liability applies on a primary and noncontributory basis. General Liability, Automobile Liability and Workers Compensation includes waiver of subrogation on behalf of add'l insured.

CERTIFICATE HOLDER	CANCELLATION
Oakland County Water Resources Commissioner's Office One Public Works Drive Building 95N Waterford, MI 48328-1907	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 Alan Chandler/KJW

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COMMENTS/REMARKS

as required by written contract and where allowed by law. Insurer will endeavor to mail 30 days written notice of cancellation to the certificate holder; however, failure to do so will impose no liability of any kind upon the insurer or its agents or representatives.

**CNA PARAMOUNT****Changes - Notice of Cancellation or Material
Restriction Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
STOP GAP LIABILITY COVERAGE PART
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE

Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	HOBBS, ROYER & CLARK, INC.
Address:	455 HUNTER DRIVE P.O. BOX 424 BIRMINGHAM, AL 35201 MI 083056509

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the policy period, the insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA71702XX (1/15)
Page 1 of 1
Effective Date: 07/01/2022
Insured Name: CNA Insurance Company

Policy No: 6673810597
Endorsement No: 49
Effective Date: 07/01/2022



NOTICE OF CANCELLATION OR MATERIAL CHANGE - DESIGNATED PERSON OR ORGANIZATION

It is understood and agreed that this endorsement amends the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

In the event of cancellation or material change that reduces or restricts the insurance provided by this Coverage Form, we agree to send prior notice of cancellation or material change to the person or organization scheduled below at the address scheduled below. This endorsement does not amend our obligation to notify the Named Insured of cancellation as described in the Common Policy Conditions or in another endorsement attached to this policy.

SCHEDULE

1. Number of days advance notice:

10 Days if we cancel for non-payment of premium.

30 Days if the policy is canceled for any other reason, or if coverage is restricted or reduced by endorsement.

2. Person or Organization's Name and Address

Name:	HUBBELL, ROTH & CLARK, INC.
Attention:	
Street Address:	555 HULET DR, PO BOX 824
City, State, ZIP:	BLOOMFIELD HILLS, MI 48302-0380
e-mail address:	

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA72315XX (04-2019)

Endorsement Effective Date: 07/01/2022

Endorsement No: 44, Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 161 N Franklin St, Chicago, IL 60606

Policy No: BUA 6079810685

Policy Effective Date: 04/01/2022

effective date of this endorsement:

policy number: ENP 0004328-03

06/02/2022

Endorsement Number: 24

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER

This endorsement modifies insurance provided under all coverages applicable to this policy.

All other terms and conditions of this Policy remain unchanged.

In consideration of the premium charged for the Policy, it is hereby understood and agreed that in addition to the provisions of the **CANCELLATION AND NONRENEWAL** clause, in the event this Policy is cancelled or non-renewed by the Underwriters, the Underwriters will endeavor to deliver to the following listed party(ies) or to send to the following listed party(ies) by facsimile transmission, registered, certified or other first class mail, at the address stated below, written notice stating when not less than 30 days after the date of such notice the cancellation or non-renewal shall be effective.

However, this advance notification of pending cancellation of coverage is intended as a courtesy only. Underwriters' failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Certificate Holders:

Hubble, Roth & Clark, Inc.

555 Hulet Drive

PO Box 824

Bloomfield Hills, MI 48303-0824

Oakland County Water Resources Commissioner

One Public Works Drive

Building 75W

Waterford, MI 48328-1907

Premium	\$0.00
Company Fee	\$0.00
Broker Fee	\$0.00
Inspection Fee	\$0.00
State Tax	\$0.00
Total	\$0.00

This insurance has been placed with an insurer that is not licensed by the State of Michigan. In case of insolvency, payment of claims may not be guaranteed. Brown & Riding License 0083084



CHANGES - NOTICE OF CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

PARAMOUNT UMBRELLA LIABILITY POLICY

PARAMOUNT EXCESS LIABILITY POLICY

It is understood and agreed as follows:

- I. In the event of cancellation of this coverage during the policy period for a reason other than nonpayment of premium, the Insurer agrees to mail prior written notice of cancellation to:

SCHEDULE

Name	Address	Number of Days Advanced Notice
OAKLAND COUNTY WATER RESOURCES COMMISSIONER	INSURANCE ADMINISTRATOR 1 PUBLIC WORKS DRIVE WATERFORD, MI 48328	60
SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY, THE "MEMBER COMMUNITIES" INCLUDING CITY OF BERKLEY, VILLAGE OF BEVERLY HILLS, VILLAGE OF BINGHAM FARMS	3910 W. WEBSTER ROAD ROYAL OAK, MI 48073	60
CITY OF BIRMINGHAM, CITY OF CLAWSON, CITY OF HUNTINGTON WOODS, CITY OF LATHRAP VILLAGE, CITY OF PLEASANT RIDGE, CITY OF ROYAL OAK, CITY OF SOUTHFIELD	3910 W. WEBSTER ROAD ROYAL OAK, MI 48073	60
SOUTHFIELD TOWNSHIP AND CITY OF FERNDALE, MICHIGAN, HUBBELL, ROTH & CLARK, INC., OAKLAND COUNTY WATER RESOURCES COMMISSIONERS OFFICE	3910 W. WEBSTER ROAD ROYAL OAK, MI 48073	60
AND ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS, AGENTS, ALL BOARDS, COMMISSIONS, AND/OR AUTHORITIES AND BOARD	3910 W. WEBSTER ROAD ROYAL OAK, MI 48073	60
MEMBERS, INCLUDING EMPLOYEES AND VOLUNTEERS THERE OF	3910 W. WEBSTER ROAD ROYAL OAK, MI 48073	60

Form No. CNA75525XX (03-2015)

Endorsement Effective Date: 07/01/2022

Endorsement Expiration Date:

Endorsement No: 10, Page: 1 of 2

Policy No: CUE 8079810689

Policy Effective Date: 01/01/2022

Underwriting Company: The Commercial Insurance Company, 151 N Franklin St, Chicago, IL 60606



**CNA Paramount Excess and Umbrella Liability
Policy Endorsement**

SCHEDULE		
Name	Address	Number of Days Advanced Notice
PIPELINE MANAGEMENT COMPANY INC	2673 E. MAPLE ROAD MILFORD, MI 48381	60
CHARTER TWP OF ROYAL OAK	21131 GARDEN LANE FERNDALE, MI 48220	60
CANTON TWP, ENGINEERING DEPT	1150 S CANTON CENTER RD CANTON, MI 48188	60
HUBBELL, ROTH & CLARK, INC.	555 HULET DRIVE PO BOX 824 BLOOMFIELD HILLS, MI 48303-0824	60

II. If this Endorsement is attached to the PARAMOUNT EXCESS LIABILITY POLICY, then the bolded term "policy period" is deleted in its entirety and replaced with the term "policy period".

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No. CNA75525XX (03-2015)

Endorsement Effective Date: 07/01/2022

Endorsement Expiration Date:

Endorsement No: 10; Page: 2 of 2

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 0079610668

Policy Effective Date: 04/01/2022



CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1.
 - a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an insured under any other liability "policy" providing auto coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

 - a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
 - b. Does not apply to:
 - (1) Bodily injury or property damage caused by an accident that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an insured under any other liability "policy" providing auto coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an insured but only with respect to their legal liability for acts or omissions of a person, who qualifies as an insured under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An employee of yours is an insured while operating an auto hired or rented under a contract or agreement in that employee's name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is changed from \$2,000 to \$3,000; and
2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.



C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A.

The following is added to Section III, Paragraph A.3.:

With respect to any covered auto, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to Section III, Paragraph A.:

6. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered auto you lease, hire, rent or borrow without a driver, and
- b. Any covered auto hired or rented by your employee without a driver, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one accident or loss is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to loss caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned autos.
- e. Such physical damage coverage for hired autos will:
 - (1) Include loss of use, provided it is the consequence of an accident for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per accident.

E. Airbag Coverage

The following is added to Section III, Paragraph B.3.:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date

Endorsement Expiration Date:

Endorsement No: 15; Page 2 of 4

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6078810685

Policy Effective Date: 4/1/2022

Policy Page: 78 of 153

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered auto also applies to loss to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution in Value

The following is added to Section III, Paragraph B.6.:

Subject to the following, the diminution in value exclusion does not apply to:

- a. Any covered auto of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business, and
- b. Any covered auto of the private passenger type hired or rented by your employee without a driver for a period of 30 days or less, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a diminution in value loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs, or the installation of substandard parts.
- d. The most we will pay for loss to a covered auto in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the auto's actual cash value (ACV).

(II).

The following is added to Sections II and III.

- 1. Any auto you don't own, hire or borrow is a covered auto for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An auto owned by that "executive officer" or a member of that person's household; or
 - b. An auto used by that "executive officer" while working in a business of selling, servicing, repairing or parking autos.

Such Liability and/or Physical Damage Coverage as is afforded by this provision,

- (1) Equal to the greatest of those coverages afforded any covered auto, and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are insureds while using a covered auto described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to Section IV, Paragraph A.2.a.:



- (4) Your employees may know of an **accident or loss**. This will not mean that you have such knowledge, unless such **accident or loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

- (6) Your employees may know of documents received concerning a claim or suit. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident or loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident or Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V, paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No. WC 00-03 FS 404-1984

Endorsement Effective Date:

Endorsement No. 5; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No. WC 0 79810671

Policy Effective Date: 4/01/2022

Policy Page: 24 of 33

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf.
- A. in the performance of your ongoing operations subject to such **written contract**; or
- B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;
- then paragraph I. above is deleted in its entirety and replaced by the following
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
- B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:



**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a written contract requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured, or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the insurer written notice of any claim, or any occurrence or offense which may result in a claim;
2. send the insurer copies of all legal papers received, and otherwise cooperate with the insurer in the investigation, defense, or settlement of the claim, and
3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The insurer has no duty to defend or indemnify an additional insured under this endorsement until the insurer receives written notice of a claim from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy, and
- B. was executed prior to
 1. the bodily injury or property damage; or
 2. the offense that caused the personal and advertising injury;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

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Nat'l Fire Ins Co of Hartford

Insured Name: D'ANGELO BROS INC

Policy No: 6079810699

Endorsement No: 6

Effective Date: 04/01/2022

Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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Contractors' General Liability Extension Endorsement**1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an Insured any person or organization described in paragraphs A. through H. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this Coverage Part, and

(2) was executed prior to:

(a) the bodily injury or property damage, or

(b) the offense that caused the personal and advertising injury,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement, or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through H. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a Named Insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury arising out of

1. such person or organization's financial control of a Named Insured, or

2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a Named Insured and covered under this insurance but only with respect to such co-owner's liability for bodily injury, property damage or personal and advertising injury as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a Named Insured leases equipment but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the Named Insured's maintenance, operation or use of such equipment, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a Named Insured leases land but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such land, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease. The

Contractors' General Liability Extension Endorsement

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. LESSOR OF PREMISES

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the occurrence giving rise to such bodily injury or property damage, or the offense giving rise to such personal and advertising injury, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for bodily injury, property damage or personal and advertising injury arising out of the Named Insured's ownership, maintenance, or use of a premises by a Named Insured.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for bodily injury, property damage or personal and advertising injury arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this Insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, passway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the products-completed operations hazard.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the Named Insured to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury caused by:

Contractors' General Liability Extension Endorsement

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
- in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event
- 2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY - EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following.

Bodily Injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an employee designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this Coverage Part will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury or property damage** is not covered under this Coverage Part. However, the **Named Insured** shall give written notice of such occurrence, offense or claim to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such occurrence, offense or claim.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

- 3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control.
 - a. on the effective date of this Coverage Part, or

Contractors' General Liability Extension Endorsement

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture, or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury or property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

l. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply.

- (1) if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

Contractors' General Liability Extension Endorsement

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse, or
- (d) explosion

B. The following paragraph is added to LIMITS OF INSURANCE

Subject to \$. above, \$100,000 is the most the Insurer will pay under Coverage A for the sum of damages arising out of any one occurrence because of property damage to your product and your work that is caused by fire, smoke, collapse or explosion and is included within the product-completed operations hazard. This sublimit does not apply to property damage to your work if the damaged work, or the work out of which the damage arises, was performed on the Named Insured's behalf by a subcontractor.

C. This Broadened Liability Coverage For Damage To Your Product And Your Work Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY - RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of insured contract is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner is not an insured contract.
- b. A sidetrack agreement.
- c. Any easement or license agreement.
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement.
- f. That part of any other contract or agreement pertaining to the Named Insured's business (including an indemnification of a municipality in connection with work performed for a municipality) under which the Named Insured assumes the tort liability of another party to pay for bodily injury or property damage to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
- (2) Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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Nat'l Fire Ins Co of Hartford

Insured Name: D'ANGELO BROS INC

Policy No: 6079810699

Endorsement No: 3

Effective Date: 04/01/2022

Contractors' General Liability Extension Endorsement

- A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusion p. Electronic Data and replace it with the following.**

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of bodily injury.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the Named Insured or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to LIMITS OF INSURANCE:**

Subject to 5. above, \$100,000 is the most the Insurer will pay under Coverage A for all damages arising out of any one occurrence because of property damage that results from physical injury to tangible property and arises out of electronic data.

- C. The following definition is added to DEFINITIONS:**

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this ELECTRONIC DATA LIABILITY Provision, the definition of property damage in DEFINITIONS is replaced by the following:**

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it.
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it, or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate electronic data, resulting from physical injury to tangible property. All such loss of electronic data shall be deemed to occur at the time of the occurrence that caused it.

For the purposes of this insurance, electronic data is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this ELECTRONIC DATA LIABILITY Provision is part of, and not in addition to, that higher limit.**

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and spouses of any natural person Insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and spouses only for

Contractors' General Liability Extension Endorsement

claims arising solely out of their capacity or status as such and, in the case of a spouse, where such claim seeks damages from marital community property, jointly held property or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are Insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Expected or Intended Injury and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the Insured. This exclusion does not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the Named Insured owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All damages under Coverage A, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
2. All medical expenses under Coverage C,

that arise from occurrences or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All

1. Damages under Coverage B, regardless of the number of locations or construction projects involved;
2. Damages under Coverage A, caused by occurrences which cannot be attributed solely to ongoing operations at a single construction project, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
3. Medical expenses under Coverage C caused by accidents which cannot be attributed solely to ongoing operations at a single construction project.

will reduce the General Aggregate Limit shown in the Declarations.

- C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the occurrence can be attributed solely to ongoing operations at a particular construction project.
- D. When coverage for liability arising out of the products-completed operations hazard is provided, any payments for damages because of bodily injury or property damage included in the products-completed operations hazard will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved

Contractors' General Liability Extension Endorsement

- E. If a single construction project away from premises owned by or rented to the Insured has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the Named Insured, or chartered by or for the Named Insured, will be treated in the same manner as though the action were in personam against the Named Insured.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to bodily injury that arises out of a health care incident:

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

- b. This insurance applies to bodily injury provided that the professional health care services are incidental to the Named Insured's primary business purpose, and only if:
- (1) such bodily injury is caused by an occurrence that takes place in the coverage territory.
 - (2) the bodily injury first occurs during the policy period. A bodily injury arising from an occurrence will be deemed to have occurred at the time of the first act, error, or omission that is part of the occurrence, and

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

- i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the bodily injury arising from a health care incident is covered by other liability insurance available to the Insured (or which would have been available but for exhaustion of its limits).

- ii. delete the exclusion entitled **Contractual Liability** and replace it with the following.

This insurance does not apply to:

Contractual Liability

the Insured's actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

- iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to claims based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

Contractors' General Liability Extension Endorsement

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any health care incident for which coverage is excluded by endorsement

C. DEFINITIONS is amended to:**i. add the following definitions.**

Health care incident means an act, error or omission by the Named Insured's employees or volunteer workers in the rendering of:

- a. professional health care services on behalf of the Named Insured or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required.

- a. Physician;
- b. Nurse,
- c. Nurse practitioner,
- d. Emergency medical technician,
- e. Paramedic,
- f. Dentist;
- g. Physical therapist;
- h. Psychologist,
- i. Speech therapist;
- j. Other allied health professional, or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing

ii. delete the definition of occurrence and replace it with the following.

Occurrence means a health care incident. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single occurrence;

iii. amend the definition of Insured to:**a. add the following.**

the Named Insured's employees are Insureds with respect to:

- (1) bodily injury to a co-employee while in the course of the co-employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business; and

Contractors' General Liability Extension Endorsement

- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's** **volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business.

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following.

Other Insurance

b. **Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a consolidated (wrap-up) insurance program, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of consolidated (wrap-up) insurance program.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

- A. Under **COVERAGES**, Coverage A – **Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j, **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

Contractors' General Liability Extension Endorsement**J. Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an auto, aircraft or watercraft;
- d. property in transit, or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

Contractors' General Liability Extension Endorsement

- B. Under **COVERAGES, Coverage A - Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$25,000 is the most the Insurer will pay under **Coverage A** for damages arising out of any one occurrence because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D. Paragraph 6., **Damage To Premises Rented To You Limit**, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the **Damage To Premises Rented To You Limit** is the most the Insurer will pay under **Coverage A** for damages because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The **Damage To Premises Rented To You Limit** is the greater of:

- a. \$500,000; or
- b. The **Damage To Premises Rented To You Limit** shown in the Declarations.

- E. Paragraph 4.b.(1)(a)(ii) of the **Other Insurance Condition** is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner, or for personal property of others in the **Named Insured's** care, custody or control.

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A - Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

- A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the **Medical Expense Limit**) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the **Medical Expense Limit** is the most the Insurer will pay under **Coverage C - Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The **Medical Expense Limit** is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2) the amount shown in the Declarations for **Medical Expense Limit**.

Contractors' General Liability Extension Endorsement

- B. Under **COVERAGES**, the Insuring Agreement of Coverage C – **Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the insurer within three years of the date of the accident, and

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, Coverage A – **Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, Coverage A – **Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following:

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is
- (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

- A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

- B. Under **COVERAGES**, Coverage B – **Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
 - (b) any executive officer, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.
2. add the following exclusions:

Contractors' General Liability Extension Endorsement

This insurance does not apply to:

Employment Related Discrimination

~~Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.~~

Premises Related Discrimination

~~discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.~~

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an Insured derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional Insured endorsement to this Coverage Part.

This **PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B -Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee.

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following.

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages for personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B -Personal and Advertising Injury Liability** is excluded by another endorsement attached to this Coverage Part.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

22. PROPERTY DAMAGE - ELEVATORS

A. Under **COVERAGES, Coverage A - Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to property damage that results from the use of elevators.



Contractors' General Liability Extension Endorsement

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property Insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000 limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000 limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. your work included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a consolidated (wrap-up) insurance program by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as damages because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf, nor

Contractors' General Liability Extension Endorsement

2. Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. Other Insurance is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions.

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Certain Underwriters at Lloyds

Unique Market Reference B1776BL202300M

effective date of this endorsement:

policy number: ENP 0004328-02

04/01/2021

Endorsement Number: 02

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **Damages and Claims Expenses** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to Damages or Claims Expenses occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Certain Underwriters at Lloyds

Unique Market Reference B17769L202300M

effective date of this endorsement:

policy number: ENP 0004328-02

04/01/2021

Endorsement Number: 03

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

All other terms and conditions of this Policy remain unchanged.

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **Damages and Claims Expenses** caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured.

Certain Underwriters at Lloyds

Unique Market Reference B1776BL202300M

effective date of this endorsement:	policy number: ENP 0004328-02
04/01/2021	Endorsement Number: 04

OTHER INSURANCE -- PRIMARY WITHOUT RIGHT OF CONTRIBUTION

This endorsement modifies insurance provided under all coverages applicable to this policy.
All other terms and conditions of this Policy remain unchanged.

In consideration of the premium charged for the Policy, it is hereby understood and agreed that **Clause XIV. OTHER INSURANCE** is deleted in its entirety and replaced with the following:

XIV. OTHER INSURANCE

Subject to Clause VII. and VIII., where other valid and collectible insurance is available to the Insured for any **Pollution Condition or Claim**, this insurance shall apply as primary insurance versus any other valid and collectable Insurance, and the Underwriters will have no right of contribution against any other insurance company providing Insurance for a **Pollution Condition or a Claim** on a primary basis.

Certain Underwriters at Lloyds

Unique Market Reference B1776BL202300M

effective date of this endorsement:

04/01/2021

policy number: ENP 0004328-02

Endorsement Number: 08

**WAIVER OF SUBROGATION - CONTRACTORS POLLUTION LIABILITY AND PROFESSIONAL
LIABILITY**

This endorsement modifies insurance to all coverages applicable to this policy and applies specifically for the entity scheduled below.

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):

All person(s) or organization(s) where this endorsement is required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **XX. SUBROGATION** is deleted in its entirety and replaced with the following:

XX. SUBROGATION

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the Insureds' rights of recovery therefore against any person or organization, and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing to prejudice such rights. The Underwriters agree to waive its rights of recovery against any person or entity for a Claim which is covered pursuant to this Policy, but only where indemnity or contractual obligation has been provided by the Named Insured pursuant to a written contract. Any recoveries shall be applied first to subrogation expenses, second to the Named Insured to the extent of any payments in excess of the Limit of Liability, third to Damages, Cleanup Costs and Claims Expenses paid by the Underwriters, and fourth to the Deductible. Any additional amounts recovered shall be paid to the Named Insured.

**LIEN WAIVER AND RELEASE
(Full Unconditional)**

_____ ("Releasor") is party to a contract with _____ pursuant to which it has provided following work or materials:

for improvements to one or more properties which are the subject of the contract for the following project described as City of Pontiac Lead Service Line Replacement Program ("Project"), constructed for the County of Oakland, by and through its Water Resources Commissioner (County Agency for the County of Oakland), pursuant to Chapter 20 of the Public Act 40 of the Public Acts of 1956, as amended (hereinafter, called the "Owner").

Having been paid in full, Releasor does hereby waive and release any and all liens and claims of lien against the Project, any claims against the bonds furnished in connection with the Project, and all other claims, demands, actions, suits, causes of action, liability, or debt against the Owner, its employees, officers, agents, sureties, affiliates, successors and assigns by reason of any labor, materials, equipment, rentals and/or services furnished by the Releasor under or by virtue of the contract, including, without limitation, all claims for additional compensation and/or extensions of time, extra or changed work, delays, inefficiencies, acceleration, extended home office and/or field office overhead, attorneys' fees or expenses of litigation and any other actual, direct and/or consequential damages.

Releasor further represents and certifies that (i) to its knowledge, no liens have been filed against the Project or claims asserted against the bonds by Releasor or any of Releasor's subcontractors, laborers or suppliers who have directly or indirectly furnished labor, materials, equipment, rentals and/or services to or for the Project under or by virtue of the contract, or if any such liens or bond claims have been filed by Releasor or Releasor's subcontractors, laborers or suppliers, such liens or claims will be satisfied and discharged by Releasor and/or any liens bonded over or removed of record and (ii) Releasor has paid or will pay all subcontractors, laborers, and suppliers of Releasor out of funds received from Owner for all of said labor, materials, equipment, rentals and/or services furnished to or for the Project.

IN WITNESS WHEREOF, Releasor has by its duly authorized representative set their hand and seal hereto this ____ day of _____, 20__.

(Name of Lien Claimant)

(Signature of Lien Claimant)

Signed on: _____
(date)

(Address)

Telephone: _____

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**JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

Page 1 of 1

05/27/2019

**LIEN WAIVER AND RELEASE
(Partial Unconditional)**

_____ ("Releasor") is party to a contract with _____ pursuant to which it has provided the following work or materials:

_____ for improvements to one or more properties which are the subject of the contract for the following project described as City of Pontiac Lead Service Line Replacement Program ("Project"), constructed for the County of Oakland, by and through its Water Resources Commissioner (County Agency for the County of Oakland), pursuant to Chapter 20 of the Public Act 40 of the Public Acts of 1956, as amended (hereinafter, called the "Owner").

Releasor does hereby waive and release any and all liens and claims of lien against the Project and any claims against the bonds furnished in connection with the Project to the amount of \$_____ for labor, materials, equipment, rentals and/or services furnished by the Releasor either pursuant to the contract with Owner and/or pursuant to a contract for the benefit of the Project provided through [insert date]

This waiver, together with all previous waivers, if any, constitutes a release of Owner, its employees, officers, agents, sureties, affiliates, successors and assigns from any and all claims, demands, actions, suits, causes of action, liability, or debt by reason of any labor, materials, equipment, rentals and/or services furnished by the Releasor under or by virtue of the contract, including, without limitation, all claims for additional compensation and/or extensions of time, extra or changed work, delays, inefficiencies, acceleration, extended home office and/or field office overhead, attorneys' fees or expenses of litigation and any other actual, direct and/or consequential damages through the date shown above

Releasor further represents and certifies that (1) to its knowledge, no liens have been filed against the Project or claims asserted against the bonds by Releasor or any of Releasor's subcontractors, laborers, or suppliers who have directly or indirectly furnished labor, materials, equipment, rentals and/or services to or for the Project under or by virtue of the contract, or if any such liens or bond claims have been filed by Releasor or Releasor's subcontractors, laborers, or suppliers, such liens or claims will be satisfied and discharged by Releasor and/or any liens bonded over or removed of record and (2) Releasor has paid or will pay all subcontractors, laborers and suppliers of Releasor out of funds received from Owner for all of said labor, materials, equipment, rentals and/or services furnished to or for the Project through the date shown above.

IN WITNESS WHEREOF, Releasor has by its duly authorized representative set their hand and seal hereto this ____ day of _____, 20____.

(Name of Lien Claimant)

(Signature of Lien Claimant)

Address: _____

Telephone: _____

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY

**JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

PART 1 - GENERAL

1.01 GENERAL

These specifications are a part of the Specification and Contract Documents for the Oakland County As-Needed Water Service Line Material Verification Program project. The requirements herein specified supplement and/or supersede those contained elsewhere in the Contract Documents

1.02 Information for Bidders, Section 3, Escrow Bid Documents

Delete Section 3 in its entirety. Escrowing of bid documents will not be required.

1.03 Information for Bidders, Section 6, Underground Conditions

Delete Section 6.A and 6.B in their entirety as there were no geotechnical investigations completed for this project.

1.04 Information for Bidders, Section 10, Qualification of Bidders and Subcontractors

Delete Section 10.L in its entirety and replace with the following:

The Contractor must self-perform at least 51% of the construction trade work as determined by dollar value unless increased self-performance requirements are provided in subsequent Sections. This does not include General Conditions.

1.05 Information for Bidders, Section 15, Owner Controlled Insurance Program

Delete Section 15 in its entirety. The Owner will not provide an Owner Controlled Insurance Program for the project.

1.06 Information for Bidders, Section 22, Work Within Various Municipalities, Construction Permits, Road Permits, Etc.

Delete Section 22.A in its entirety and replace with the following:

The Contractor shall conform to the various requirements of the municipality within which work is being performed. The Owner has a blanket permit from the Road Commission for Oakland County for work within the road right-of-way within Royal Oak Township and a blanket permit for work within the right-of-way for City of Pontiac owned roads. The Contractor will be covered under these permits for the base contractual work. The Contractor shall obtain all right-of-way permits required in other municipalities to be paid for with allowances provided in the Contract.

1.07 Agreement, Section 6, Payment Procedures

Delete Subsection A.1 "Schedule of Values" in its entirety.

1.08 General Conditions, Section 7, Permits and Regulations

Add the following:

The Contractor is responsible for making all arrangements for inspection and the payment of fees to permitting agencies. Permits required for this project will be as needed based on the address of the proposed Work and the municipality in which the proposed Work resides and include, at minimum, the following:

Road Commission for Oakland County Right-of-Way
City of Pontiac Right-of-Way

Copies of the permits will be required prior to starting any work at an individual address.

SUPPLEMENTAL CONDITIONS

1.08 General Conditions, Section 11, Testing and Sampling

Add the following:

The Owner will arrange to have all soil compaction tests and concrete quality control tests, including concrete compression tests, performed by an Independent Testing Laboratory, in accordance with the specifications. Copies of test reports shall be furnished to the Owner and distributed to parties designated by the Owner, including the Contractor.

1.09 General Conditions, Section 39, Sunday, Holiday and Night Work

Add the following:

The Contractor shall limit the hours of operation in accordance with local municipal ordinances, Monday through Saturday. Prior authorization shall be obtained from the municipality in which the Work is occurring to extend these working hours and/or work on Sundays. Contractor shall notify Owner's on-site representative and Resident Engineer of Saturday work by no later than 12:00 PM noon on Friday.

Work shall be suspended during the following days listed unless pre-approved:

Memorial Day
Independence Day
Labor Day
Thanksgiving Day plus the following day
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Good Friday

1.10 General Conditions, Section 50, Insurance and Indemnification, Subsection A.1).g) Railroad Protective Liability

Delete this paragraph in its entirety.

1.11 General Conditions, Section 50, Insurance and Indemnification Subsection C.3), add the following:

Additional Named Insured and Additional Insured shall include the following additional:

Oakland County Water Resources Commissioner's Office and its elected and appointed officials, all employees and volunteers, agents and/or authorized representatives, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

Road Commission of Oakland County and its all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof

County of Oakland and its and its elected and appointed officials, all employees and volunteers, agents and/or authorized representatives, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

City of Pontiac and its and its elected and appointed officials, all employees and volunteers, agents and/or authorized representatives, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

Charter Township of Royal Oak and its and its elected and appointed officials, all employees and volunteers, agents and/or authorized representatives, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

The Engineer; Hubbell, Roth & Clark, inc., Bloomfield Hills, Michigan
Their owners, directors, officers, consultants, agents, and employees

1.12 General Specifications, Section 13, Engineer's and Inspector's Field Office

Delete this section in its entirety. A field office will **not** be required for this project. The Contractor shall provide one portable, self-contained chemical toilet with holding tank for use by the Contractor and OCWRC staff. The location of the chemical toilet shall be approved by the OCWRC.

1.13 General Specifications, Section 17, Schedule for Small Projects

Delete the sentence "The schedule shall include at least 75 activities and no single activity shall have a duration greater than four weeks."

1.14 General Specifications, Section 18, Schedule for Large Projects

Delete this section in its entirety. Section 17, Schedule for Small Projects will be used for scheduling requirements.

1.15 General Specifications, Section 19, Signs

Delete Section 19 in its entirety.

1.17 Pay Items

The method of measurement and the basis of payment for each item in the Proposal will be as specified herein. The items are generally grouped by the section of the Specifications under which the particular unit of work is detailed. There will be no payment allowed for any unit of work not specifically mentioned in the Proposal as a bid item, and any such unit of work not mentioned in the Proposal, but necessary for the completion of the Project, shall be considered as incidental and the cost shall be included in other prices bid in the Proposal.

1.18 Measurement

Quantities of work completed under the Contract will be measured by the Engineer according to the United States standard measures. When measurements are stated in miles, stations, acres, feet, they will be ground level measurements unless specified otherwise. Where measurements are specified to be "in place," they will be taken along the actual surface of the completed item to obtain lineal, area, or volume measurements.

PART 2 – PRODUCTS

Not used.

SUPPLEMENTAL CONDITIONS

PART 3 – EXECUTION

Not used.

END OF SECTION

The Oakland County Board of Commissioners adopted Miscellaneous Resolution (MR) #09116, on July 30, 2009, established a policy requiring future service contractors to register with, participate in, and utilize the E-Verify Program implemented by the Federal Department of Homeland Security and Social Security Administration when hiring employees.

"E-Verify" is an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their new hired employees.

For more information and to register visit <https://e-verify.uscis.gov/enroll/>.

All newly hired Contractor Employees, unless otherwise excluded under Misc. Resolution No. 09116 must undergo employment eligibility verification through the E-Verify system. Failure of to verify newly hired employees is a material breach of this agreement.

E-VERIFY - STATEMENT OF POLICY

Pursuant to MR #09116 the Board of Commissioners has established a policy that every future services contract (including both new and renewing contracts) between Oakland County and service contractors/vendors shall require the contractors/vendors contracting with Oakland County to register with, participate in, and utilize the E-Verify Program (or any successor program implemented by the federal Department of Homeland Security and Social Security Administration) when hiring their employees.

Oakland County shall not enter into any future services contracts (including both new and renewing contracts) for services with any contractors or vendors unless the contractors/vendors first certify they have registered with, participate in, and utilize the E-Verify Program (or any successor program implemented by the federal Department of Homeland Security and Social Security Administration) to verify the work authorization status of all newly hired employees employed by the contractors and vendors.

IMPLEMENTATION PROCEDURES

1. No Oakland County elected official, officer or employee having authority to enter into services contracts shall authorize a new or renewed contract for services with any contractor or vendor that has not registered with, does

not participate in, and/or does not utilize the E-Verify Program (or any successor program implemented by the federal Department of Homeland Security and Social Security Administration) when hiring their employees.

2. Each services contract, unless otherwise exempted under the terms of MR #09116, shall contain the following provision:

E-Verify. In accordance with Miscellaneous Resolution No.09116 (BOC Minutes, July 30, 2009, pp 37-38), unless otherwise exempted, all service contractors and/or vendors who wish to contract with the County to provide services must first certify they have registered with, will participate in, and continue utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the contractors and/or vendors. Breach of this term or conditions is considered a material breach of this agreement.

Contractor's/Vendor's execution of this agreement constitutes a certification that they are authorized to certify on behalf of contractor/vendor and do hereby certify on behalf of contractor/vendor that the contractor/vendor has registered with, has and will participate in, and does and will continue utilize once registered and throughout the term of this contract and any permissible extension hereof, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the contractors and/or vendors.

For more information and to register visit <https://e-verify.uscis.gov/enroll/>.

**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

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

Vendor	
Legal Name	D'Angelo Brothers Inc.
Street Address	P.O. Box 531330
City	Levoneta
State, Zip	NE 48153
Corporate I.D. Number / State	382150233
Taxpayer I.D. #	382150233

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

Signature of Vendor's
Authorized Agent:



Printed Name of Vendor's
Authorized Agent:

Vincent D'Angelo

Witness Signature:



Printed Name of Witness:

Ron D'Angelo

Act No. 524

Public Acts of 1980

Approved by Governor

January 29, 1981

STATE OF MICHIGAN
80th LEGISLATURE
REGULAR SESSION OF 1980

Introduced by Rep. Ryan

ENROLLED HOUSE BILL NO. 5541

AN ACT to provide for the terms of certain construction contracts with certain public agencies; to regulate the payment and retainage of payments on construction contracts with certain public agencies; and to provide for the resolution of certain disputes.

The People of the State of Michigan enact:

Sec. 1. As used in this act:

(a) "Agent" means the person or persons agreed to or selected by the contractor and the public agency pursuant to section 4(2).

(b) "Architect or professional engineer" means an architect or professional engineer licensed under Act No. 299 of the Public Acts of 1980, being sections 339.101 to 339.2601 of the Michigan Compiled Laws, and designated by a public agency in a construction contract to recommend progress payments.

(c) "Construction contract" or "contract" means a written agreement between a contractor and a public agency for the construction, alteration, demolition, or repair of a facility, other than a contract having a dollar value less than \$30,000.00 or a contract that provides for 3 or fewer payments.

(d) "Contract documents" means the construction contract, instructions to bidders, proposal, conditions of the contract, performance bond, labor and material bond, drawings, specifications, all addenda issued before execution of the construction contract and all modifications issued subsequently.

(e) "Contractor" means an individual, sole proprietorship, partnership, corporation, or joint venture, that is a party to a construction contract with a public agency.

(f) "Facility" means a building, utility, road, street, boulevard, parkway, bridge, ditch, drain, levee, dike, sewer, park, playground, or other structure or work that is paid for with public funds or a special assessment.

(g) "Progress payment" means a payment by a public agency to a contractor for work in place under the terms of a construction contract.

(h) "Public agency" means this state, or a county, city township, village, assessment district, or other political subdivision, corporation, commission, agency, or authority created by law. However, public agency does not include the state transportation department, a school district, junior or community college, the Michigan state housing development authority created in Act No. 346 of the Public Acts of 1966, as amended, being sections 125.1401 to 125.1496 of the Michigan Compiled Laws, and a municipal electric utility or agency. "Assessment district" means the real property within a district area upon which special assessments are levied

or imposed on the construction, reconstruction, betterment, replacement, or repair of a facility to be paid for by funds derived from those special assessments imposed or levied on the benefited real property.

(i) "Retainage" or "retained funds" means the amount withheld from a progress payment to a contractor pursuant to Section 3.

Sec. 2. (1) The construction contract shall designate a person representing the contractor who will submit written requests for progress payments, and a person representing the public agency to whom requests for progress payments are to be submitted. The written requests for progress payments shall be submitted to the designated person in a manner and at such time as provided in the construction contract.

(2) The processing of progress payments by the public agency may be deferred by the public agency until work having a prior sequence, as provided in the contract documents, is in place and is approved.

(3) Each progress payment requested, including reasonable interest if requested under subsection (4), shall be paid within 1 of the following time periods, whichever is later:

(a) Thirty days after the architect or professional engineer has certified to the public agency that work is in place in the portion of the facility covered by the applicable request for payment in accordance with the contract documents.

(b) Fifteen days after the public agency has received the funds with which to make the progress payment from a department or agency of the federal or state government, if any funds are to come from either of those sources.

(4) Upon failure of a public agency to make a timely progress payment pursuant to this section, the person designated to submit requests for progress payments may include reasonable interest on amounts past due in the next request for payment.

Sec. 3. (1) To assure proper performance of a construction contract by the contractor, a public agency may retain a portion of each progress payment otherwise due as provided in this section.

(2) The retainage shall be limited to the following:

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

(b) After the work is 50% in place, additional retainage shall not be withheld unless the public agency 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 public agency so determines, the public agency may retain not more than 10% of the dollar value of work more than 50% in place.

(3) The retained funds shall not exceed the pro rata share of the public agency's matching requirement under the construction contract and shall not be commingled with other funds of the public agency and shall be deposited in an interest bearing account in a regulated financial institution in this state wherein all such retained funds are kept by the public agency which shall account for both retainage and interest on each construction contract separately. A public agency is not required to deposit retained funds in an interest bearing account if the retained funds are to be provided under a state or federal grant and the retained funds have not been paid to the public agency.

(4) Except as provided in Section 4(7) and (8), retainage and interest earned on retainage shall be released to a contractor together with the final progress payment.

(5) At any time after 94% of work under the contract is in place and at the request of the original contractor, the public agency shall release the retainage plus interest to the original contractor only if the original contractor provides to the public agency an irrevocable letter of credit in the amount of the retainage plus interest, issued by a bank authorized to do business in this state, containing terms mutually acceptable to the contractor and the public agency.

Sec. 4. (1) The construction contract shall contain an agreement to submit those matters described in subsection (3) to the decision of an agent at the option of the public agency.

(2) If a dispute regarding a matter described in subsection (3) arises, the contractor and the public agency shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the contract, as follows:

- (a) In an agreement reached within 10 days after a dispute arises.
- (b) If an agreement cannot be reached within 10 days after a dispute arises, the public agency shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the contract and who is not an employee of the agency.
- (3) The public agency may request dispute resolution by the agent regarding the following:
- (a) At any time during the term of the contract, to determine whether there has been a delay for reasons that were within the control of the contractor, and the period of time that delay has been caused, continued, or aggravated by actions of the contractor.
- (b) At any time after 94% of work under the contract is in place, whether there has been an unacceptable delay by the contractor in performance of the remaining 6% of work under the contract. The agent shall consider the terms of the contract and the procedures normally followed in the industry and shall determine whether the delay was for failure to follow reasonable and prudent practices in the industry for completion of the project.
- (4) This dispute resolution process shall be used only for the purpose of determining the rights of the parties to retained funds and interest earned on retained funds and is not intended to alter, abrogate, or limit any rights with respect to remedies that are available to enforce or compel performance of the terms of the contract by either party.
- (5) The agent may request and shall receive all pertinent information from the parties and shall provide an opportunity for an informal meeting to receive comments, documents, and other relevant information in order to resolve the dispute. The agent shall determine the time, place, and procedure for the informal meeting. A written decision and reasons for the decision shall be given to the parties within 14 days after the meeting.
- (6) The decision of the agent shall be final and binding upon all parties. Upon application of either party, the decision of the agent may be vacated by order of the circuit court only upon a finding by the court that the decision was procured by fraud, or other illegal means.
- (7) If the dispute resolution results in a decision:
- (a) That there has been a delay as described in subsection (3)(a), all interest earned on retained funds during the period of delay shall become the property of the public agency.
- (b) That there has been unacceptable delay as described in subsection (3)(b), the public agency may contract with a subsequent contractor to complete the remaining 6% of work under the contract, and interest earned on retained funds shall become the property of the public agency. A subsequent contractor under this subdivision shall be paid by the public agency from the following sources until each source is depleted, in the order listed below:
- (i) The dollar value of the original contract, less the dollar value of funds already paid to the original contractor and the dollar value of work in place for which the original contractor has not received payment.
- (ii) Retainage from the original contractor, or funds made available under a letter of credit provided under section 3(5).
- (iii) Interest earned on retainage from the original contractor, or funds made available under a letter of credit provided under section 3(5).
- (8) If the public agency contracts with a subsequent contractor as provided in subsection (7)(b), the final progress payment shall be payable to the original contractor the time period specified in section 2(3). The amount of the final progress payment to the original contractor shall not include interest earned on retained funds. The public agency may deduct from the final progress payment all expenses of contracting with the subsequent contractor. This act shall not impair the right of the public agency to bring an action or to otherwise enforce a performance bond to complete work under a construction contract.

Sec. 5. (1) Except as provided in subsection (2), this act shall apply only to a construction contract entered into after the effective date of this act.

(2) For a construction contract entered into before the effective date of this date, the provisions of this act may be implemented by a public agency, through a contract amendment, upon the written request of the contractor, with such consideration as the public agency considers adequate.

Sec. 6. This act shall take effect January 1, 1983

Act No. 517
Public Acts of 2012
Approved by the Governor
December 28, 2012
Filed with the Secretary of State
December 28, 2012
EFFECTIVE DATE April 1, 2013

**STATE OF MICHIGAN
96TH LEGISLATURE
REGULAR SESSION OF 2012**

Introduced by Senators Kahn, Marleau, Brandenburg, Anderson, Green and Booher

ENROLLED SENATE BILL No. 1024

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

The People of the State of Michigan enact:

Sec. 1. This act shall be known and may be cited as the "Iran economic sanctions act".

Sec. 2. As used in this act:

- (a) "Energy sector of Iran" means activities to develop petroleum or natural gas resources or nuclear power in Iran.
- (b) "Investment" means 1 or more of the following:
 - (i) A commitment or contribution of funds or property.
 - (ii) A loan or other extension of credit.
 - (iii) The entry into or renewal of a contract for goods or services.
- (c) "Investment activity" means 1 or more of the following:
 - (i) A person who has an investment of \$20,000,000.00 or more in the energy sector of Iran.
 - (ii) A financial institution that extends \$20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit for investment in the energy sector of Iran.
- (d) "Iran" means any agency or instrumentality of Iran.
- (e) "Iran linked business" means either of the following:
 - (i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
 - (ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.
- (f) "Person" means any of the following:
 - (i) An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.
 - (ii) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1301(c)(3) of the International Financial Institutional Act, 22 USC 2621(c)(3).

(275)

4(f) Any successor, subsidiary, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph 4(e) 4(f).

4(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.

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

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

Sec. 4. If a public entity determines, using credible information available to the public, that a person has submitted a false certification under section 3(2), the public entity shall provide the person with written notice of its determination and of the must not to enter into or renew a contract with the person. The notice shall include information on how to contest the determination and specify that the person may become eligible for a future contract with the public entity if the person ceases the activities that cause it to be an Iran-linked business. The person shall have 60 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If a person does not make that demonstration within 60 days after receipt of the notice, the public entity may terminate any existing contract and shall report the name of the person to the attorney general together with information supporting the determination.

Sec. 5. The attorney general may bring a civil action against any person reported under section 4. If a civil action results in a finding that the person submitted a false certification, the person is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the public entity's investigation, and reasonable attorney fees, in addition to the fine. A person who submitted a false certification shall be ineligible to bid on a request for proposal for 5 years from the date the public entity determines that the person has submitted the false certification.

Sec. 6. The provisions of this act are effective only if Iran is a state sponsor of terror as defined under section 2 of the Deregulation from Terror Act, 2004 PA 258, MCL 120.272.

Enacting section 1. This act takes effect April 1, 2013.

This act is ordered to take immediate effect.

Carol Mosey Viventi
Secretary of the Senate

Sam E. Randall
Clerk of the House of Representatives

Approved _____

Governor

SECTION 00850

DRINKING WATER STATE REVOLVING FUND
WAGE DECISION SCHEDULE

PART I - GENERAL

1.01 The project will be financed with assistance from the State of Michigan Revolving Funds using federal assistance. The following requirements are applicable to this contract.

A. Prevailing Federal Wage Rates

1.02 F.L. 111.88 requires compliance with the Davis Bacon Act and adherence to the current U.S. Department of Labor Wage Decision. Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents (see Wage Decision included herein) must be paid on this project. The Wage Decision, including modifications, must be posted by the Contractor on the job site. A copy of the Federal Labor Standards Provisions is included and is hereby a part of this contract.

"General Decision Number: MI20220069 02/25/2022

Superseded General Decision Number: MI20210069

State: Michigan

Construction Type: Heavy

County: Oakland County in Michigan.

Heavy, Includes Water, Sewer Lines and Excavation (Excludes Hazardous Waste Removal; Coal, Oil, Gas, Duct and other similar Pipeline Construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered	Executive Order 14026
into on or after January 30,	generally applies to the

<p>2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>contract. The contractor must pay all covered workers at least \$15.00 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 2022.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

BOIL0169-003 01/01/2021

Rates	Fringes
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BOILERMAKER.....\$ 35.95 34.52

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CARP0687-008 06/01/2021

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 35.16	29.22
PILEDRIVERMAN.....	\$ 34.20	28.82

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ELEC0017-001 06/01/2021

Remainder of County

	Rates	Fringes
LINE CONSTRUCTION:		
Linemen/Cable Splicer.....	\$ 52.08	7.20+29%

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ELEC0058-007 06/28/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 45.17	26.01

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ELEC0876-003 06/07/2021

Township of Holly

	Rates	Fringes
LINE CONSTRUCTION		
Cable Splicer.....	\$ 47.74	7.20+29%
Lineman.....	\$ 46.82	7.20+29%

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ENG10325-019 09/01/2021

POWER EQUIPMENT OPERATORS: Underground Construction (Including

Sewer)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 37.63	24.85
GROUP 2.....	\$ 32.90	24.85
GROUP 3.....	\$ 32.17	24.85
GROUP 4.....	\$ 31.60	24.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backhoe/ Excavator, Boring Machine, Bulldozer, Crane, Grader/ Blade, Loader, Roller, Scraper, Trencher (over 8 ft. digging capacity)

GROUP 2: Trencher (8-ft digging capacity and smaller)

GROUP 3: Boom Truck (non-swinging, non- powered type boom)

GROUP 4: Broom/ Sweeper, Fork Truck, Tractor, Bobcat/ Skid Steer /Skid Loader

ENG10326-008 06/01/2021

EXCLUDES UNDERGROUND CONSTRUCTION

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 44.69	24.95
GROUP 2.....	\$ 43.19	24.95
GROUP 3.....	\$ 41.69	24.95
GROUP 4.....	\$ 41.39	24.95
GROUP 5.....	\$ 40.57	24.95
GROUP 6.....	\$ 39.71	24.95
GROUP 7.....	\$ 38.74	24.95
GROUP 8.....	\$ 37.03	24.95
GROUP 9.....	\$ 28.69	24.95

FOOTNOTES: Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom & jib or leads 400' or longer

GROUP 2: Crane with boom & jib or leads 300' or longer

GROUP 3: Crane with boom & jib or leads 220' or longer

GROUP 4: Crane with boom & jib or leads 140' or longer

GROUP 5: Crane with boom & jib or leads 120' or longer

GROUP 6: Regular crane operator

GROUP 7: Backhoe/Excavator, Bobcat/Skid Loader, Boring Machine, Broom/Sweeper, Bulldozer, Grader/Blade, Loader, Roller, Scraper, Tractor, Trencher

GROUP 8: Forklift

GROUP 9: Oiler

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IRON0025-006 06/01/2019

	Rates	Fringes
IRONWORKER		
Reinforcing.....	\$ 30.98	27.99
Structural.....	\$ 36.77	29.03

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LAB00334-009 06/01/2021

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
Landscape Laborer		

GROUP 1.....	\$ 21.35	7.40
GROUP 2.....	\$ 19.35	7.40

LANDSCAPE LABORER CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer and skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

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 LAB00334-021 09/01/2018

SCOPE OF WORK:

OPEN CUT CONSTRUCTION: Excavation of earth and sewer, utilities, and improvements, including underground piping/conduit (including inspection, cleaning, restoration, and relining)

	Rates	Fringes
LABORER		
(1) Common or General.....	\$ 22.42	16.80
(2) Mason Tender- Cement/Concrete.....	\$ 22.53	16.80
(4) Grade Checker.....	\$ 22.66	16.80
(5) Pipelayer.....	\$ 22.72	16.80
(7) Landscape.....	\$ 16.79	16.80

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 LAB01076-008 06/01/2020

EXCLUDES OPEN CUT CONSTRUCTION

	Rates	Fringes
LABORER		
Common or General; Grade		

Checker: Mason Tender -

Cement/Concrete; Pipelayer...\$ 28.93 16.90

PAIN0022-005 07/01/2008

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 25.06	14.75
Spray.....	\$ 25.86	14.75

PLAS0067-002 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.63	14.07

PLUM0098-005 06/01/2019

	Rates	Fringes
PLUMBER.....	\$ 35.77	35.13

PLUM0636-002 06/05/2017

	Rates	Fringes
PIPEFITTER.....	\$ 40.41	29.35

TEAM0007-006 06/01/2020

	Rates	Fringes
TRUCK DRIVER		
Dump Truck under 8 cu. yds.; Tractor Haul Truck....	\$ 27.90	.50 + a+b
Dump Truck, 8 cu. yds. and over.....	\$ 28.00	.50 + a+b

Lowboy/Semi-Trailer Truck...\$ 28.15 .50 + a+b

FOOTNOTE:

- a. \$470.70 per week.
- b. \$68.70 daily.

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SUMI2010-067 11/09/2010

	Rates	Fringes
TRUCK DRIVER: Off the Road		
Truck.....	\$ 20.82	3.69

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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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.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

29 CFR Part 5 – Labor Standards Provisions for Federally Assisted Projects

§ 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor).

(1) *Minimum wages* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 paragraph (a)(1)(iv) of this section; 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 Sec. 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 paragraph (a)(1)(ii) of this section) 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) The contracting officer shall require that any class of laborers or mechanics, including helpers, 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. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 the contracting officer 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 the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, 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.

(2) **Withholding.** The **Charter Township of Royal Oak** 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) 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.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) 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 the (write in name of agency). 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/whd/forms/wh347.pdf> 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 the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), 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 section 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 the sponsoring government agency (or the applicant, sponsor, or owner).

(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 Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, 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 Regulations, 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 paragraph (a)(3)(i)(B) of this section.

(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 paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) 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, the Federal agency 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 journeyman 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 classification of 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 this part 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 shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, 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 29 CFR 5.5

(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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) 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).

(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).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. 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 he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible there for 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 paragraph (b)(1) of this section, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) 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 contractor, 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 paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section 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 paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 00851

DRINKING WATER STATE REVOLVING FUND
DEBARMENT CERTIFICATION

PART I - GENERAL

I.01 DEBARMENT CERTIFICATION

The prime contractor must provide a completed **Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form** with its bid or proposal package to the owner (Attachment I).

Attachment 1

***Certification Regarding
Debarment, Suspension, and Other Responsibility Matters***

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
- (2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default, and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Vincent D'Angelo
Name and Title of Authorized Representative

D'Angelo Brothers Inc.
Name of Participant Agency or Firm

[Signature]
Signature of Authorized Representative

6/1/12
Date

☐ I am unable to certify to the above statement. Attached is my explanation.

SECTION 00852

**DRINKING WATER STATE REVOLVING FUND
AMERICAN IRON AND STEEL INFORMATION**

PART 1 - GENERAL

The Contractor acknowledges to and for the benefit of the City, Village or Township (CVT) water system ("Purchaser") in Contract with the Oakland County Water Resources Commissioner's Office for operation and maintenance and the Michigan Department of Environment, Great Lakes, and Energy (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the State Revolving Fund and/or the Drinking Water Revolving Fund and such law contains provisions commonly known as "American Iron and Steel (AIS);" that requires all iron and steel products used in the project be produced in the United States ("AIS Requirements") including iron and steel provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the AIS Requirements, (b) all iron and steel used in the project will be and/or have been produced in the United States in a manner that complies with the AIS Requirements, unless a waiver of the requirements is approved or the State made the determination in writing that the AIS Requirements do not apply to the project, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the AIS requirements, as may be requested by the Purchaser. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

SECTION 01220

BID ITEM DESCRIPTION

PART 1 GENERAL

1.1 SCOPE

- A. This Section describes the method of measurement and basis of payment for all items of Work included in the Contract and specified in the Proposal.
1. The Contractor shall provide all labor, material, tools, equipment and services required to complete the Work specified herein and indicated in the Drawings and Specifications and all other items necessary to complete the job, whether specifically mentioned or implied.
 2. Payment will only be made for the items listed in the Proposal.
- B. The Owner will make no allowances for items not included in the Proposal.

1.2 ITEMS OF THE PROPOSAL

BASE CONTRACT

Item #1 – Service Line Material Verification, Curb Stop

This bid item shall be paid for at the Contract Unit Price for each initial excavation necessary to physically verify water service line materials on the "Private" and "Public" sides of the curb box; Point 2 and Point 3 respectively. The Work shall include all labor, materials and equipment necessary to perform the verification work and shall be completed in accordance with the Special Provision for Water Service Line Material Verification. Should a second excavation be necessary to physically verify either Point 2 or Point 3 along the service line in accordance with Contract Documents, it shall not be paid for under this bid item but rather the bid item "Additional Service Line Material Verification - Ea".

Item #2 – Additional Service Line Material Verification, Curb Stop (As Needed)

This bid item shall be paid for at the Contract Unit Price per each additional excavation necessary in order to complete the physical verification of a water service line at the curb stop (i.e., both "Private" side and "Public" side, Point 2 and Point 3 respectively) without causing undue damage to the project area. This item shall be used as needed, within the discretion of and only after approval by the Owner or the Owner's field representative. The Work shall include all labor, materials and equipment necessary to perform the verification work and shall be completed in accordance with the Special Provision for Water Service Line Material Verification.

Item #3 – Sewer Cleanout, Repair (As Needed)

This bid item shall be paid for at the Contract Unit Price per each sanitary service cleanout repaired during the water service line material verification work. This item shall be used as needed, within the discretion of and only after approval by the Owner or the Owner's field representative. The Work shall be completed in accordance with the Special Provision for Water Service Line Material Verification and include all labor, materials and equipment

necessary to complete the repair, including but not limited to Fernco adapters, new cleanout piping and cap and bedding/backfill materials

Item #4 – 1-inch Brass Curb Stop CTS or Flare Copper/CTS or Flare Copper (As Needed)

This bid item shall be paid for at the Contract Unit Price per each new curb stop installed. This item shall be used as needed, within the discretion of and only after approval by the Owner or the Owner's field representative. The Work required by this item includes all labor and materials necessary to remove the existing curb stop and install the new curb stop valve, including all connections, adapters, fittings, bends and bedding materials and coordination of water supply shutdown if necessary. The Work included and the materials required by this item are described and shall be completed in accordance with the Section 02660.

Item #5 – 6' Curb Valve Box, including Stainless Steel Rod (As Needed)

This bid item shall be paid for at the Contract Unit Price per each new 6' curb valve box installed, including stainless steel rod. This item shall be used as needed, within the discretion of and only after approval by the Owner or the Owner's field representative. The Work required by this item includes all labor and materials necessary to remove and dispose of the existing curb box, install the new curb valve box, bed the base of the new curb box in crushed stone and support it during backfill. The Work included and the materials required by this item are described and shall be completed in accordance with the Section 02660.

Item #6 – Driveway and Sidewalk, Rem (As Needed)

This bid item shall be paid for at the Contract Unit Price per square yard of concrete driveway and sidewalk removal, as measured in place. This item shall be used as needed, within the discretion of and only after approval by the Owner or the Owner's field representative. Regardless of material, this item includes saw cutting. Removal of gravel driveways or temporary sidewalk will be considered included in the costs for the service line material verification. This includes all labor, equipment and materials necessary to remove existing driveway and comply with Section 801 of MDOT 2012 Standards Specifications for Construction. This pay item will account for the unit area of driveways and sidewalks that span the driveways.

Item #7 – Turf Grass Repair – Rough and Finish Grade, apply 3" Topsoil and Sod

This bid item shall be paid for at the Contract Unit Price per square yard of turf grass repair. This includes all labor, materials, and equipment necessary to match existing grade and apply 3" of topsoil and sod. The Work included and required by this item are described and shall be completed in accordance with the Special Provision for Site Restoration including, but not limited to, all excavation, subgrade preparation; filling, shaping, grading, and raking subgrade; disposing of suitable material and excess material; furnishing fill and topsoil, placing sod; also watering, protection of existing improvements; miscellaneous cleanup and restoration; and all items necessary to complete the job, whether specifically mentioned or implied.

Item #8 – Turf Grass Repair – Rough and Finish Grade, apply 3" Topsoil, Seed, and Mulch Blanket

This bid item shall be paid for at the Contract Unit Price per square yard of turf grass repair. This includes all labor, materials, and equipment necessary to match existing grade and apply 3" of topsoil, seed, and mulch blanket. The Work included and required by this item are

described and shall be completed in accordance with the Special Provision for Site Restoration including, but not limited to, all excavation, subgrade preparation; filling, shaping, grading, and raking subgrade; disposing of suitable material and excess material; furnishing fill and topsoil; placing seed and mulch blanket; also watering, protection of existing improvements; miscellaneous cleanup and restoration; and all items necessary to complete the job, whether specifically mentioned or implied.

Item #9 – Irrigation System Repair

This bid item shall be paid for at the Contract Unit Price per each irrigation system repair. Each irrigation system repair will include up to two (2) sprinkler heads and up to 20 feet of sprinkler line that matches the existing system. Contractor shall be responsible for the initial testing and adjustment of repaired heads, if seasonal limitations allow, and the replacement or repair to any leaks or non-functioning heads falls within the parameters of the project's warranty. Any additional testing and adjusting of the system are the responsibility of the municipality and property owner.

Item #10 – Maintenance Aggregate, 21AA (As Needed)

The bid item shall be paid for at the Contract Unit Price per ton of 21AA aggregate provided, placed and compacted. This item shall be used as needed, within the discretion of and only after approval by the Owner or the Owner's field representative. Measurement and payment and the Work included and required by this item are described and shall be completed in accordance with the Special Provision for "Maintenance Aggregate, 21AA".

Item #11 – Non Reinforced Concrete Driveways and Sidewalks, MDOT P1 (As Needed)

This bid item shall be paid for at the Contract Unit Price per cubic yard of concrete driveway and sidewalk of the specified detail to match existing, as measured in place. This item shall be used as needed to complete restoration of areas of non-reinforced concrete driveways and sidewalks disturbed by construction that were determined unavoidable and not due to the Contractor's inability to protect the existing driveway and sidewalk. This includes all labor and materials necessary to replace existing concrete driveway and sidewalks and comply with Section 801 of MDOT 2012 Standards Specifications for Construction.

Item #12 – R.O.W. Permit Allowance

This bid item is to compensate participating municipalities for their efforts to review the construction plans for permit issuance, process the permit, and inspect work within their rights-of-way. This bid item shall only be paid for at actual invoiced costs. Details and payment for this item is described in Section 02990 and shall be coordinated prior to beginning construction. All costs associated with this allowance item are approximate. The final payment will be adjusted to reflect the actual invoiced costs. If the invoiced costs are less than those set forth in the bid item, the Owner will receive a credit, based upon the remaining allowance amount. If the invoiced costs are greater for those bid items, the Contractor will receive additional payments based upon the amount in excess. The Contractor should make no assumptions regarding the above stated quantities or allowances. The Contractor shall not mark-up invoices associated with this allowance item.

ALTERNATE CONTRACT (DWSRF ELIGIBLE)

Item #13 – Item #24

The scope of work and payment details for these bid items are identical to the descriptions from item #1 through item #12 in the Base Contract, except that any cost considerations for complying with the requirements of the Drinking Water State Revolving Fund (DWSRF) program shall be included in the unit prices bid. Contracting requirements in excess of what is required as part of the Base Contract to comply with DWSRF program requirements, include, but are not limited to, the following:

- Utilizing Davis-Bacon Wage Rate Requirements in accordance with Section 00850
- Submitting Certified Payrolls on a weekly basis
- Permitting the Owner to conduct Wage Rate Interviews with Contractor's staff
- Signing the Certificate of Debarment Form in Section 00851
- Complying with American Iron & Steel requirements per Section 00852

ALTERNATE BID ITEM

The Owner fully intends to provide the services to collect, organize and document the physical service line verification. However, some eligible CVTs may not have the staff or field representation available to oversee this Work and properly document the results. As such, the WRC is requesting that all proposers provide a good faith estimate of the cost per each service line verification to complete the following administrative work items

- Complete an inspection form as provided by the Owner that includes, at minimum, the following information:
 - Date, Address and personnel performing the inspection
 - Service Line Material type at each "Point"
 - Condition of curb stop and valve box
 - Tied down (or GPS'd) location of curb stop valve box
- Take pictures of the exposed service line at each "Point"
- Organize inspection forms by address and pictures by address and "Point" along the service line
- Provide documentation to the Owner weekly via zip drive or other Owner approved storage device.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.1 SCHEDULE FOR SUBMISSION

- A. Submittal procedures
- B. Submittal Review
- C. Proposed Products list
- D. Manufacture's installation instructions
- E. Manufacture's certificates

1.2 RELATED SECTIONS

- A. Section 01400 - Quality Control

1.3 SCHEDULE FOR SUBMISSION

- A. Prior to submitting any shop drawings, product data, portfolios, samples, etc. the Contractor shall prepare a summary, listing all items in the project which he will submit for review by the Engineer
- B. The summary shall be submitted within twenty (20) calendar days after receipt of Notice to Proceed and shall be updated once per month thereafter.
- C. The summary and schedule for submittals shall not relieve the Contractor of his obligation to comply with specification requirements for items not listed on the schedule.
- D. Nothing herein shall be construed as allowing additional time for completion of the project in the event resubmittal is required for shop drawings or the other items to be submitted.

1.4 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer approved transmittal form.
- B. Sequentially number the transmittal form. Re-submittals shall have original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor and supplier and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

- E. Schedule submittals to expedite the Project, and deliver to the Engineer in a manner to allow sufficient time for review and processing by the Engineer so as to not cause delays in the Work. Coordinate submission of related items.
- F. All drawings, information and documentation shall be prepared and submitted with all words in the English language and dimensions in American units. No foreign language or metric units will be permitted.
- G. Identify variations from Contract Documents and Products and system limitations which may be detrimental to successful performance of the completed work.
- H. Provide space for Contractor and Engineer review stamps.
- I. Revise and resubmit submittals as required and identify all changes made since previous submission.
- J. Distribute copies of reviewed submittals to all concerned and related parties. Instruct parties to promptly report any inability to comply with provisions.
- K. The Engineer reserves the right to refuse to check or review any submittal of a subcontractor or manufacturer which is not presented in compliance with the foregoing requirements.
- L. Electronic Submittals:
 - 1. All electronic submittals shall follow the procedures outlined above.
 - 2. Electronic submittal procedures are only applicable to Shop Drawings and product data submittals
 - 3. Electronic submittals shall be made in a standard format the Engineer has agreed in advance to accept, JPEG, TIF, DGN, DXF, DWG, or PDF.
 - 4. Reviewed submittals shall be returned in JPEG, TIF, or PDF electronic format for the Contractor's printing and distribution.

1.5 SUBMITTAL REVIEW

- A. All subcontractors and manufacturers' drawings shall first be sent directly to the Contractor, who shall keep a record of the drawing numbers and the dates of receipt. The Contractor shall check thoroughly all such drawings, as regards measurements, sizes of members, materials, and all other details to assure himself that they conform to the intent of the specification, and shall promptly return to the subcontractors and/or manufacturers for correction such submittals as are found inaccurate or otherwise in error.
- B. The Engineer will review the Contractor's, subcontractors' and manufacturers' submittals within a reasonable time after receipt thereof and will return one copy endeavoring to indicate, by notation thereon or written instructions, any correction which may be necessary to meet the Contract requirements. The Contractor shall then review such notations and/or instructions and if he concurs therein, shall make or have made such required corrections, and shall, when so noted in the specifications or requested by the Engineer, resubmit corrected products to the Engineer as soon as possible, for final review. Such further review by the Engineer will be limited to the corrections only, and the Contractor, by such re-submission shall be held to have represented that such specifications contain no other alterations, additions or deletions, unless the Contractor (in writing) directs the Engineer's specific attention to same. Should the

Contractor question, or dissent from, such notations and/or instructions, he shall so inform the Engineer and request further clarification before resubmitting.

- C. The review of Contractor's, subcontractors', and manufacturers' product information by the Engineer is for coordination and assistance, and the Engineer does not thereby assume responsibility for errors or omissions. Such errors or omissions must be made good by the Contractor, irrespective of the receipt, review of the submittal by the Engineer, and even though the work is done in accordance with such submittal.

1.6 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Owner-Contractor Agreement submit list of all major products proposed for use, including those previously called for to be submitted in the Proposal, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
- C. Substitutions: Whenever a particular brand or make or type of material, equipment, or other item is specified or is indicated in the Contract Documents, it is for the purpose of establishing a standard of quality, design, and type desired and to supplement the detailed specifications. Any other brand or make or type which in the opinion of the Engineer is equivalent to that specified or indicated may be offered as a substitute, subject to the following provisions:
 - 1. Contractor shall submit for each proposed substitution sufficient details, complete descriptive literature and performance data together with samples of the materials where feasible to enable the Engineer to determine if the proposed substitution is equal to that specified.
 - 2. Contractor shall submit certified tests where applicable by an independent laboratory, acceptable to the Owner, attesting that the proposed substitution is equal.
 - 3. A list of installations where the proposed substitution is used.
 - 4. Requests for substitutions shall include full information concerning differences in cost, and any savings in cost resulting from such substitutions shall be passed on to the Owner.
 - 5. Where the review of a substitution requires revision or redesign of any part of the work, all such revision and redesign and all new drawings and details required, therefore, shall be provided by the Contractor at his own cost and expense and shall be subject to the review of the Engineer.
 - 6. In all cases, the Engineer shall be sole judge as to whether a proposed substitution is to be incorporated into the project. The Contractor shall abide by the Engineer's decision when proposed substitute items are judged to be unacceptable and shall in such instances furnish the item specified or indicated. No substitute items shall be used in the work without review of the Engineer.

1.7 MANUFACTURER INSTALLATION INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, operating, maintaining and finishing to the Engineer in quantities specified for Product Data.
- B. Identify conflicts between manufacturer's instructions and contract documents.

1.8 MANUFACTURER CERTIFICATES

- A. When specified in individual sections, submit certification by manufacturer to Engineer, in quantities specified for Product Data.
- B. Indicate material or Product meets or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate
- C. Certificates may be recent or previous test results on material or Product but must be acceptable to the Engineer.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

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SECTION 01400
QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance - control of installation.
- B. Tolerances
- C. References.
- D. Inspecting and testing laboratory services.

1.2 RELATED SECTIONS

- A. Section 01300 - Submittals: Submission of manufacturers' instructions and certificates.
- B. Section 01600 - Material and Equipment: Requirements for material and product quality

1.3 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality

1.4 TOLERANCES

- A. Monitor tolerance control of installed Products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust Products to appropriate dimensions, position before securing Products in place.

1.5 REFERENCES

- A. For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date specified in the individual specification sections, except where a specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. The contractual relationship, duties, and responsibilities of the parties in Contract nor those of the Architect/Engineer shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.6 INSPECTING AND TESTING LABORATORY SERVICES

- A. Owner will appoint, employ, and pay for specified services of an independent firm to perform inspecting and testing, as required.
- B. The independent firm will perform inspections, tests, and other services specified in individual specification sections and as required by the Engineer or the Owner.
- C. Inspecting, testing, and source quality control may occur on or off the project site. Perform off-site inspecting or testing as required by the Engineer or the Owner.
- D. Reports will be submitted by the independent firm to the Engineer, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Engineer and independent firm 48 hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- F. Testing or inspecting does not relieve Contractor of performing Work to contract requirements.
- G. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer. Payment for retesting will be charged to the Contractor by deducting inspecting or testing charges from the Contract Sum.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities: Sanitary facilities.
- B. Temporary Controls: Barriers, protection of the Work, and ground and surface water control.
- C. Construction Facilities: First Aid Facilities and parking.

1.2 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain adequate and required facilities and enclosures during the entire duration of the project.

1.3 BARRIERS

- A. The Contractor shall provide barricades, and adequate warning flags, signs, and lights in accordance with governing laws and ordinances to protect construction areas, existing facilities, and adjacent properties.
- B. Provide protection for plant life designated to remain. Replace damaged plant life.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.4 GROUND AND SURFACE WATER CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment. All water from whatever sources entering the work during any stage of construction shall be promptly removed and disposed. All pumping and drainage shall be done without damage to property or structures and without interference with the rights of the public, owners of private property, pedestrians or vehicular traffic, or the work of other contractors. Dewatering shall be done in such a manner that soil under or adjacent to existing structures shall not be disturbed, removed, or displaced.

1.5 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.
- C. Prohibit traffic from landscaped areas.

1.6 FIRST AID FACILITIES

- A. A completely equipped, readily accessible first-aid kit shall be provided and maintained at the job site at all times.

1.7 PARKING

- A. Parking for construction personnel within private property is strictly prohibited.
- B. Coordinate construction personnel parking so as to not interfere with the public's normal use of the area(s) utilized for parking.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. General Provisions.
- B. Transportation and handling
- C. Storage and protection
- D. "Or Equal" Clause
- E. Product options.
- F. Substitutions.

1.2 RELATED SECTIONS

- A. Section 01300 - Submittals
- B. Section 01400 - Quality Control: Product quality monitoring.

1.3 GENERAL PROVISIONS

- A. Products (including all materials, machinery, equipment, and systems) shall be carefully designed and installed to ensure that all required functions are adequately performed within specified degrees of precision and that each unit shall operate with every other part, furnished or existing, to provide a complete integrated system which shall operate to the satisfaction of the Engineer. Any changes or revisions of existing work made necessary by the type and dimensions of furnished products shall be made at the expense of the Contractor, and he shall furnish detail drawings showing such changes or revisions for the approval of the Engineer.
- B. Submit to the Engineer ample proof that each and every part of the products to be furnished is of a reliable make and of a type which has been in successful operation within the continental United States. Installation of any experimental or untried type of apparatus, material, or machinery will not be allowed.
- C. All materials, equipment, and accessories shall be new and unused and shall be essentially the products of a manufacturer regularly engaged in the production of such material or equipment and shall essentially duplicate material or equipment that has been in satisfactory operation at least 5 years.
- D. The owner reserves the right to reject any material or equipment manufacturer who, although meets the above requirements, does not provide satisfactory evidence indicating adequate and prompt post-installation repair and maintenance service as required to suit the operational

requirements of Owner. Items of any one type of materials or equipment shall be the product of a single manufacturer.

- B. All piping and equipment furnished under this contract shall be fabricated of such materials that under normal operating conditions harmful substances are not imparted to the water supply system.
- F. Certification shall be provided that all materials which may come into contact with potable water meets the National Sanitation Foundation Standard 61 and all EGLE regulations in force at the time of submittals.

1.4 TRANSPORTATION AND HANDLING

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Transport and handle all materials in such a manner to avoid breakage, inclusion of foreign materials, and/or damage by water or other causes.
- C. Deliver packaged materials in original unopened containers. Packages or materials showing evidence of damage or contamination regardless of cause will be rejected.
- D. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.
- E. Repair or replace all items damaged or broken as a result of the Contractor's operation at no cost to the Owner.

1.5 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturers' instructions, with seals and labels intact and legible.
- B. Storage of materials and Products on private property without prior authorization is strictly prohibited.
- C. Storage of materials and Products within the public rights-of-way is allowed only upon written authorization of the Owner of the right-of-way.
- D. Store sensitive Products in weather tight, climate controlled enclosures.
- E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- F. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of Product.
- G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.

1. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition

1.6 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers with the provision "No Substitutions": Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for "or Equal" or Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article and Section 01300.

1.7 "OR EQUAL" CLAUSE

- A. Specifying an article, material, or piece of equipment by reference to a proprietary product or by using the name of a manufacturer or vendor followed by the clause "or equal" shall be understood to indicate the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude products of comparable quality, design, and efficiency.
- B. Comparable products shall be capable of performing equal function and shall be compatible with other equipment, materials, or systems to which they connect or will become an integral part of.
- C. The clause "or approved equal" which may appear elsewhere in the documents shall mean the same as "or equal".
- D. Wherever in the documents an article, material, or piece of equipment is defined by specifying a proprietary product or using the name of a manufacturer or vendor the term "or equal" if not included shall be implied.
- E. Substitutions of "or equal" products are subject to approval of the Engineer.

1.8 SUBSTITUTIONS

- A. Refer also to Section 01300.
- B. Engineer will consider requests for Substitutions after the date established in Notice to Proceed.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor.
 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product
 2. Will provide the same warranty for the Substitution as for the specified Product.

3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 4. Waives claims for additional costs or time extension which may subsequently become apparent.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure.
1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 2. Submit shop drawings, product data, and certified test results attesting to the proposed Product equivalence. Also provide information required by Section 01300 for substitutions. Burden of proof is on proposer.
 3. The Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 02315

UTILITY TRENCHING, BACKFILL AND COMPACTION

PART 1 GENERAL

1.1 SUMMARY

- A. The work covered by this specification consists of furnishing all plant, labor, equipment, appliances and materials, and performing all operations in connection with the excavation and preparation of utility trenches and bedding and backfill of utilities to the locations, lines, elevations, and grades as necessary to complete the Work.
- B. Excavation, backfill, and compaction for appurtenant structures such as, but not limited to, manholes, inlets, catch basins, handholes, transitions sections, junction chambers, structures, vaults, valve boxes, gate wells, and hydrants, shall be deemed to be in the category of trench excavation.
- C. Protection of existing utilities, sidewalks, pavements, trees, and other facilities in the vicinity of the trench excavation is included in the work covered by this specification.
- D. Related Requirements
 - 1. OCWRC Standard Water Main Details
 - 2. MDOT 2012 Standard Specifications for Construction

1.2 MEASUREMENT AND PAYMENT

- A. Excavation and compaction for the preparation of a utility trench or access pit, including all the work as covered by this specification and any sheeting, shoring or bracing to safely install an underground utility, shall be included in the costs per unit of measurement for the associated utility to be installed.
- B. Excavation and compaction in preparation for the installation of an appurtenant structure as defined herein, including all the work as covered by this specification and any sheeting, shoring or bracing to safely install the appurtenant structure, shall be included in the costs per unit of measurement for the associated appurtenant structure to be installed.
- C. Bedding, Initial Backfill, and Final Backfill to final grade for the installation of a utility, including all the work as covered by this specification and all labor, materials, equipment and compaction necessary to successfully install an underground utility, shall be included in the costs per unit of measurement for the associated utility to be installed.
- D. Bedding, Initial Backfill, and Final Backfill for the installation of an appurtenant structure as defined herein, including all the work as covered by this specification and all labor, materials, equipment and compaction necessary to successfully install the appurtenant structure, shall be included in the costs per unit of measurement for the associated appurtenant structure to be installed.

- E. Protection of existing utilities, sidewalks, pavements, trees, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations shall be included in the costs per unit of measurement for the associated utility or appurtenant structure to be installed.
- F. Dewatering necessary to provide for a clean, dry trench free from standing water and so that there is no unbalanced upward pressure on the bottom of the open excavation until utility installation is completed shall be included in the costs per unit of measurement for the associated utility or appurtenant structure to be installed.

1.3 REFERENCES

A. Abbreviations and Acronyms

- 1. ASTM - American Society for Testing and Materials
- 2. MDOT - Michigan Department of Transportation
- 3. OSHA - Occupational Safety and Health Administration
- 4. USCS - Unified Soil Classification System

B. Definitions

- 1. Appurtenant Structure - Structures or appurtenances related to utility construction, such as but not limited to; manholes, inlets, catch basins, handholes, transitions sections, junction chambers, structures, vaults, valve boxes, gate wells, and hydrants.
- 2. Bedding - Select granular material on which the utility is supported within trench excavations. Installed at the trench subgrade elevation and up to a point within the pipe zone dependent on the pipe design, material and loading factors above and around the utility.
- 3. Final Backfill - Area of the trench excavation cross-section extending from the top of the pipe zone to the top of the trench and bottom of the surface restoration or pavement section.
- 4. Haunch Bedding - Area of the bedding cross-section between the bottom of the utility and the springline of the utility.
- 5. Initial Backfill - Area of the trench excavation cross-section extending from the top of the bedding material, to a level 12 inches over the top of the installed utility.
- 6. Initial Bedding Layer - Area of the bedding cross-section between the subgrade and the bottom of the utility.
- 7. Inner Bedding - the bedding zone directly beneath the utility. Typically the middle 1/3 of the trench bottom width.
- 8. Pipe Zone - Area of the trench excavation cross-section extending from the subgrade to a level 12 inches over the top of the installed utility.
- 9. Rock - All boulder, solid ledges, bedded deposits, unstratified masses, and conglomerations of material so firmly cemented as to possess the characteristics of solid rock that cannot be practically excavated with a track-mounted power excavator equivalent to a Caterpillar Model No. 325 or equivalent equipped with new rock teeth.
- 10. Sand Backfill Trench - Utility trench or portion of utility trench in which the final backfill is within a 1.1 influence of existing or proposed gravelled, slag or hard surfaced road, pavements, hard surfaced parking lots and driveways, sidewalks, curbs and when the trench edge is within 3 feet of the edge of pavement or as specified.
- 11. Standard Backfill Trench - Utility trench not within the Sand Backfill Trench zone.
- 12. Subgrade - Surface or elevation remaining after completing trench excavation or the top surface of an overexcavation or undercut backfill (stone or soil) immediately

- below the utility or utility bedding, as applicable. Commonly referred to as "Foundation"
13. **Suitable Material** – Materials, either excavated or delivered, meeting MDOT Class II, IIA or IIA or ASTM D 2487 soil classification group (USCS) SW, SM, SC, SP and or a combination of these group symbols; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
14. **Unsuitable Material** – Material which:
- Contains rock, gravel or clay lumps larger than 3 inches in any dimension,
 - Contains more than 1% organic matter,
 - Has a Liquid Limit exceeding 40 and/or a Plastic Limit exceeding 10
 - Contains construction debris such as brick, broken concrete, wire, etc, or waste, vegetation, and other deleterious matter.
 - Is frozen or contains ice balls in excess of 3 inches in any dimension.
 - Maintains a moisture content, at the time of compaction, that exceeds the Optimum Moisture content, established by the method used to determine the Maximum Unit Weight, by three percentage points or more.
15. **Utilities** – Underground pipes, sewers, water mains, conduits, ducts, cables, as well as underground services to properties and buildings.

C. Reference Standards

1. ASTM D 2922 – Test Methods for Density of soil and Soil Aggregate in Place by Nuclear Methods (Shallow Depth)
2. OSHA Standard 29 CFR Part 1926 – "Safety and Health Regulations for Construction"
3. Reference Standards that are cited specifically by name shall be the current versions of said manuals existing at the time of the award of the Contract.

1.4 ADMINISTRATIVE REQUIREMENTS

- A.** Conform to applicable state and local codes for disposal of excavated materials judged unsuitable for backfill.
- B.** Unless otherwise specified, provide third-party materials testing services for the testing requirements specified herein.
- C. Coordination**
1. The Owner is the sole operator of all water system valves and hydrants. Coordinate all utility service interruptions with the Project Engineer.
 2. Contact the Project Engineer to schedule Owner field representation for construction observation.
 3. Coordinate with utilities for relocation, adjustment, or support of their facilities
- D. Safety**
1. Contractor is solely responsible for site safety.
 2. Comply with applicable requirements of OSHA, specifically Standard 29 CFR Part 1926, Subpart F "Excavations", latest revision.
 3. Keep surface over and along trenches and other excavations in a safe and satisfactory condition during the process of the Work.

- A. Pre-excavation photographs or other digitally recorded media to show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earthwork operations
- B. Classifications and MDOT pit numbers of aggregates for Undercut Backfill, Bedding, Initial Backfill and Final Backfill and supporting material characteristic test results.
- C. Supplier endorsements that certify materials meet project requirements
- D. Sheet piling, Shoring or Trench Box Construction Plan
- E. Dewatering Plan for utility trench or appurtenant structure excavations, if necessary.

- A. Conduct a Pre-Excavation Meeting at the project site at the request of the Owner.
- B. Comply with all code, laws, ordinances, and regulations of governmental authorities having jurisdiction over this part of the work.
- C. Trench subgrade will be reviewed for elevation and stability.
 1. Elevation of trench bottom to be within a tolerance of one-half (1/2) inch from plan grade.
 2. Potential for trench undercutting will be reviewed by probing the trench bottom. Penetrations greater than six (6) inches below the specified subgrade elevation will prompt review by the Owner for potential undercuts
- D. Compaction of Undercut Backfill, Redding, and Initial Backfill will be visually observed to review installation in conformance with the project requirements
- E. Compaction testing will be conducted on each lift of Final Backfill above the Pipe Zone, including the top of the Pipe Zone.
 1. Maximum lift thickness of final backfill is 12 inches unless otherwise detailed.
 2. Compact top of the Pipe Zone and Final Backfill materials to not less than 95% of the maximum unit weight as determined by the method described in the MDOT Density Testing and Inspection Manual appropriate for the backfill material
 3. Provide testing summaries for each day and type of compaction testing, each summary shall include, at minimum, the following:
 - a. Station and depth of where the test was taken from centerline of utility.
 - b. The specified material and type of material (if different) being tested and the measured maximum dry density, moisture content, and percent compaction.
 - c. Method of compaction testing.
 - d. All tests taken.

A. The Contractor will be held to have compared the conditions of the site where work is to be performed with the specifications and to have satisfied themselves as to the conditions of the site, existing conditions, and any other conditions affecting the carrying out of the work.

1. It is expressly understood that the Contractor will obtain first-hand information concerning the available facilities for receiving, transporting, handling and storing construction equipment and materials and concerning other local conditions that may affect the Work.
 2. The Contractor shall draw their own conclusion as to soil and/or rock conditions and groundwater to be encountered, and shall complete the Work under any job or field condition which was present and/or ascertainable prior to bidding.
- B. The Contractor shall complete the work under whatever conditions created by their own sequence of construction, construction methods, or other condition created at no additional cost to the Owner.
 - C. Contact Miss Dig (811) a minimum of 72 hours in advance of any excavation for the location of utilities located in the vicinity of the work.
 - D. Locate all utilities prior to beginning trench excavation activities.
 - E. All utilities must be protected and supported during construction. Necessary measures to protect and support utilities must be employed as required by the specific utility and circumstances, and shall be completed at no additional cost to the Owner.
 - F. If utility is damaged by Contractor, notify utility owner and Owner or Owner's Representative immediately. Repair or replacement of utilities damaged by Contractor shall be at the Contractor's expense.

PART 2 PRODUCTS

2.1 UNDERCUT BACKFILL AGGREGATES

- A. Coarse graded aggregate to meet grading requirements as specified below.
- B. Slag and crushed concrete aggregates are prohibited.
- C. Aggregates to be supplied from approved manufacturers of prequalified aggregate sources, as identified in the MDOT Materials Source Guide, latest edition.

UNDERCUT BACKFILL GRADING REQUIREMENTS								
Material	Total Percent Passing (Sieve Size)							
	1 1/2"	1"	3/4"	1/2"	3/8"	No. 4	No. 8	Loss by Washing
MDOT 6A	100	95-100	-	30-60	-	0-8	-	≤ 1.0
MDOT 17A	-	100	90-100	50-75	-	0-8	-	≤ 1.0

2.2 UTILITY BEDDING

- A. Bed utility piping in Class II sand or 3/4 inch crushed stone (MDOT 34 G or approved equal).
- B. Bed Curb Stop Valve Box with 3/4 inch crushed stone (MDOT 34 G or approved equal) to an elevation of 12 inches above the bottom of the stem.

2.3 UTILITY INITIAL BACKFILL

- A. Match utility bedding

2.4 UTILITY FINAL BACKFILL

- A. Final Backfill for utility trenches will be "Sand Backfill Trench" or "Standard Backfill Trench" as defined in Article 1.3.B
- B. Granular materials used for Final Backfill in the "Sand Backfill Trench" shall meet the minimum requirements for granular material as specified on the following page:

FINAL BACKFILL SAND BACKFILL TRENCH GRADING REQUIREMENTS								
Material	Total Percent Passing (Sieve Size)							
	3"	2"	1"	1/2"	3/8"	No. 4	No. 100	Loss by Washing
MDOT Class II	100	-	60-100	-	-	50-100	0-30	0-7
MDOT Class IIA	100	-	60-100	-	-	50-100	0-35	0-10
MDOT Class IIIA	-	-	-	-	100	50-100	0-30	0-15

- C. Final Backfill material used for the "Standard Backfill Trench" shall comply with:
- Grading requirements as specified below, or
 - Definition of "Suitable Material" as described in Article 1.3.B.

FINAL BACKFILL STANDARD BACKFILL TRENCH GRADING REQUIREMENTS								
Material	Total Percent Passing (Sieve Size)							
	3"	2"	1"	1/2"	3/8"	No. 4	No. 100	Loss by Washing
MDOT Class II	100	-	60-100	-	-	50-100	0-30	0-7
MDOT Class IIA	100	-	60-100	-	-	50-100	0-35	0-10
MDOT Class III, Modified*	*100	-	-	-	-	50-100	-	0-15
MDOT Class IIIA	-	-	-	-	100	50-100	0-30	0-15

- D. Material not meeting the grading requirements for above may be used for Final Backfill provided the Contractor can supply test results showing conformance with the definition of "Suitable Material" as described in Article 1.3.B.
- E. Materials meeting any of the criteria for "Unsuitable Material" as described in Article 1.3.B are prohibited from use as Final Backfill.

2.5 APPURTENANT STRUCTURE BACKFILL

- A. Materials shall match condition and grading requirements detailed in "UTILITY FINAL BACKFILL".

PART 3 EXECUTION

3.1 PREPARATION

- A. Plan construction to minimize disturbance.
- B. Protect adjacent structures, utilities, sidewalks, pavements and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent sites and walkways.
- D. Maintain normal flow of drainage water on the jobsite and all present above ground and underground utilities.
- E. Provide and maintain barricades, warning lights, warning signs, and other protection required by applicable laws for safety of persons and property.

3.2 DEWATERING

- A. Do not allow water to accumulate in the trench.
 - 1. Remove water that accumulates in the trench which would affect the construction of utilities or their appurtenant structures by pumping, bailing, well-pointing, draining or other approved dewatering method.
 - 2. Perform all work necessary to keep the trenches entirely clear from water throughout construction of utilities and appurtenant structures.
 - 3. Construction of structures in water is prohibited.
- B. Convey all water removed from trench in a proper manner to a suitable point of discharge that complies with applicable soil erosion and sedimentation control regulations.
 - 1. Dispose of water from the trench in such a manner to cause no injury to public health, property, work completed or in progress, street surfaces, or where such effluent may cause an interference with the use of the streets.
 - 2. If water is odorless and stable, discharge of the dewatering systems into an existing storm drain, channel, or street gutter in a manner approved by the Owner is permissible. Filtering of the discharge water is required.
 - 3. Discharge of water to a sanitary sewer main or sanitary sewer related structure is strictly prohibited.
- C. Maintain dewatering systems until dewatering is no longer required.
- D. Prevent surface water from ponding on prepared subgrades and from flooding the project site and surrounding areas. Reroute surface water runoff away from or around excavated areas.
- E. All shoring, sheeting, well-pointing, gravel bedding and other dewatering devices necessary to successfully complete the dewatering requirements of the project shall not be considered separate items of work but are inclusive to dewatering.

3.3 TRENCHING

- A. Excavate utility trench width to at least the minimum width in conformance with the material specification and standard details for the associated pipe or appurtenant structure type.
 - 1. If material specification and standard details are not provided, refer to manufacturer's recommended trench widths.
 - 2. Provide Owner with planned trench dimensions at Pre-Excavation meeting if different than material specification and standard details.
- B. All excavation of trenches is to be by open cut method, to the depth and grade shown on the Drawings and as necessary to accommodate the Work, unless otherwise noted.
- C. Excavate to the line and grade shown on the Drawings or as necessary to install the utility.
- D. Begin trench excavation at the downstream end of the utility, when applicable.
- E. Excavate in accordance with OSHA Standard 29 CFR Part 1926 - "Safety and Health Regulations for Construction".
- F. Do not stockpile materials along one edge of the excavation so as to impose too great a load on the bank of the trench.
- G. Excavate only as much trench as can be entirely completed (install utility, backfill, compact, clean up) within that working day.
 - 1. Do not open a greater length of trench than can be effectively utilized and maintained under existing conditions and with the forces at hand.
 - 2. Limit maximum allowable length of open trench to 1,000 lineal feet per work crew.
- H. Contractor is responsible for proper disposal of excavated materials.
 - 1. Dispose of excess and unsuitable material in accordance with local, County, State and Federal Regulations
 - 2. All excavated material removed offsite becomes the property of the Contractor.
- I. Preparation of Trenches for Utility Installation.
 - 1. Excavate the bottom of the trench to a minimum over depth as indicated in the material specification and standard details for the associated pipe type and laying condition specified to provide for pipe bedding
 - 2. Shape the bottom of the trench to support the utility uniformly.
 - 3. Check the elevation of the excavation depth.
 - 4. Review the subgrade for stability
 - 5. Remove all water from the trench prior to utility placing operation to ensure a dry, firm bed on which to bed the utility.
 - 6. Where unsuitable soil conditions, or obstructions other than rock, require excavation of the trench below the subgrade elevation: undercut, backfill and compact the trench as specified in Article 3.4
- J. Excavation for Structures.
 - 1. Excavate to provide a minimum of 12 inches of horizontal clearance between outer surface of structure and trench wall

2. Excavate the bottom of manhole bases and other precast structures and appurtenances to a minimum over depth of 6 inches below the bottom of the structure, or no less than indicated in the applicable standard details.
 3. Shape and grade the excavation so that the subgrade is level over the entire area.
 4. Check the excavation depth. Subgrade is required to be within 1/2-inch of elevation specified in the Drawings.
 5. Review the subgrade for stability.
 - a. Probe suitable soils that appear unstable.
 - b. Notify Owner if probe penetrations exceed six (6) inches.
 6. Remove all water from the excavation prior to placing the structure to ensure a dry, firm bed on which to install the base of the structure.
 7. Where unstable soil conditions, or obstructions other than rock, require excavation below the subgrade elevation; undercut, backfill and compact the excavation as specified in Article 3.4.
- K. Once trench is open, proceed immediately and with resolve to place specified materials in trench, or to otherwise utilize trench for its intended purpose.
1. Schedule work and order materials so that trenches are not left open for a longer period of time than is reasonably necessary.
 2. Any trench or portion of trench, which is opened and remains idle for 24 hours or longer, as determined by the Owner, may be directed to be immediately refilled, without completion of work, at no additional cost to the Owner.
 3. Said trench may not be reopened until the Owner is satisfied that work associated with trench will progress with resolve to finish.

3.4 TRENCH UNDERCUT AND BACKFILL

- A. Notify the owner when any unsuitable soil conditions or obstructions are discovered at the bottom of the trench or appurtenant structure excavation.
1. Undercut the subgrade only upon authorization of the Owner.
 2. Delineate and record limits of unsuitable materials.
- B. Excavate below the proposed subgrade elevation within the excavation limits until solid, suitable bearing material is uncovered.
- C. Fill the undercut excavation with approved aggregate material detailed in Article 2.1 to the proposed subgrade elevation.
1. Maximum 12-inch lifts.
 2. Compact each lift to minimize voids.
- D. Suspend undercutting activities once a depth of 3 feet is reached to review the conditions with the Owner and, if necessary, consider alternative solutions.

3.5 UNAUTHORIZED EXCAVATIONS

- A. Whenever the trench excavation is carried beyond the lines and grades established by the drawings or as approved by the Owner, the Contractor shall, at his own expense, fill all such excavated space with an approved material and in such a manner as to meet the approval of the Owner.

- B. Unauthorized excavation beneath structures shall be filled with plain concrete, or flowable fill as determined by the Owner.

3.6 SHORING, SHEETING AND TRENCH BOX CONSTRUCTION

A. Trench Boxes

1. It is the Contractor's responsibility to determine the necessity of using a trench box for excavation.
2. Ride trench box above the top of pipe to maintain the design trench width up to the top of pipe.
3. Protect the integrity of the pipe bedding.
4. Care must be taken to ensure that movement of the trench box does not pull the pipe joints apart.

3.7 UTILITY BEDDING

- A. Place the required depth of Bedding material on the trench subgrade that will rest below the utility bottom.
1. Do not compact the Inner Bedding
 2. Carefully excavate bell or coupling holes from this bedding layer so that the bells or couplings support no part of the load.
- B. Install utility
1. To line and grade as specified in the construction drawings.
 2. Refer to specific pipe material specification for installation requirements.
- C. Place Haunch Bedding to the springline of the utility.
1. Shovel slice material to occupy voids along the bottom circumference of the utility.
 2. Hand tamp material to minimize voids in lifts not exceeding 6 inches.
- D. Place remainder of Bedding material, if specified, and hand tamp to minimize voids in lifts not exceeding 6 inches.

3.8 INITIAL BACKFILL

- A. Inspect pipe and fittings prior to backfill.
- B. Place Initial Backfill immediately after acceptance of utility Bedding compaction to protect the new utility installed.
- C. Observe specific pipe manufacturer's recommendations regarding methods of backfilling and compacting.
- D. Place Initial Backfill in lifts not exceeding 6 inches (loose thickness).
- E. Simultaneously fill the trench on both sides of the pipe in such a manner that injurious side pressures do not occur such that the pipe could be displaced or dislodged.

- F. Hand place, shovel slice, and hand tamp each lift of initial backfill solidly around and directly above the pipe.
 - 1. Utilize hand tamping to compact materials around the pipe.
 - 2. Do not use mechanical compaction equipment during Initial Backfill operations until material has been brought to 12 inches above the top of the pipe barrel.
- G. Exercise extreme care in backfilling operations to avoid displacing joints and appurtenances or causing any horizontal or vertical misalignment, separation, distortion or damage to newly made joints
- H. Compact the top of the Initial Backfill to not less than 95% of the maximum unit weight of the selected material as specified in Article 1.6.
- I. Remove and replace utility if broken or damaged during backfill installation and compaction.
- J. Repair damages, distortions, or misalignments that occurred during backfill installation and compaction, to the full satisfaction of the Owner.
- K. Do not enclose or cover up any of the Work prior to required inspections and quality control testing.

3.9 FINAL BACKFILL

- A. All backfill within the public road right-of-way will be Sand Backfill Trench as defined in Article 1.3 B and Article 2.4
- B. Place Final Backfill using mechanical compaction method in layers not to exceed 12 inches.
- C. Compact each layer of Final Backfill to not less than 95% of the maximum unit weight of the selected material as specified in Article 1.6.
- D. It is the Contractor's responsibility to provide safe and secure access for testing personnel to complete the specified testing requirements
- E. Backfill to the top of the excavated trench and compact all pipe installed during the same day, prior to completion of the day's work to provide a firm continuous support and covering for the pipe.
- F. Do not operate heavy equipment or use vibratory compaction methods over any pipe until it has been properly backfilled and compacted to minimum required maximum unit weight and has a minimum of 48 inches of cover.
- G. Compaction by flooding the excavation is prohibited.

3.10 NON-HAZARDOUS/CONTAMINATED MATERIAL

- A. The following indicators shall be used by Owner onsite observers during excavation to identify materials suspected of being hazardous or contaminated and requiring disposal in a Type I or Type II landfill.
 - 1. Materials other than general construction debris of a color not consistent with the natural soils observed in the area.

2. Materials other than general construction debris of a consistency that is not consistent with the natural soils observed in the area;
 3. Man-made containers, vessels, tanks, or barrels;
 4. Electric devices,
 5. Insulation or fibrous material that may contain asbestos;
 6. Material that emits a chemical or petroleum odor.
- B. Based on these observations, materials in question shall be stockpiled separately, inspected, and representative samples should be collected and screened in the field.
1. Materials should be stored on plastic sheeting at the predesignated, secure location on the parcel or an adjacent parcel and covered with plastic sheeting until disposal is determined.
- C. Potentially hazardous materials should be screened in the field by qualified personnel for the presence of volatile organic compounds (VOC) using a photoionization (PI) meter.
1. It is assumed that the presence of VOCs should provide a general indicator of the presence of other potentially hazardous chemicals
 2. Materials to be subjected to further laboratory analysis should be selected based on the results of the field screening and observations made by the person monitoring the excavation.
- D. Based on the field screening and laboratory analysis, the Contractor will be advised by the Owner as to the required method of disposal.
- E. The Owner will be responsible for testing of hazardous/contaminated material

3.11 NON-CONFORMING WORK

- A. Re-excavate trenches that have been improperly backfilled and replace and re-compact
- B. Should any of the Work be so enclosed or covered up prior to compliance with the quality assurance requirements of these specifications, such Work shall be uncovered and after quality control testing, refilled and compacted all at no additional cost to the Owner
- C. Remove and replace pipe or structure sections that show excessive settlement or have been otherwise damaged by Contractor's operations at no cost to the Owner.

END OF SECTION

SECTION 02660

WATER SYSTEMS (GENERAL)
WATER SERVICE LINES

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes the general requirements and material standards for water service lines, connections and other appurtenances used in potable water supply systems. This Section also includes the requirements related to the excavation and exposure of water service line piping for the purposes of verifying the material of the piping and general items related to water service line construction.
- B. Related Requirements
 - 1. Section 01220 - Bid Item Description
 - 2. Section 02315 - Utility Trenching, Backfill and Compaction
 - 3. Special Provision for Water Service Line Material Verification

1.2 MEASUREMENT AND PAYMENT

- A. Measurement and payment information for materials and work items specified in this Section are detailed in Section 01220 - Bid Item Description.
- B. The costs for all required bacteriological sampling from water supply system shutdowns due to contractor error will be borne by the contractor. otherwise, the costs for testing will be borne by the Owner of the water supply system.

1.3 REFERENCES

- A. Abbreviations and Acronyms
 - 1. ANSI - American National Standards Institute (www.ansi.org)
 - 2. AWWA - American Water Works Association (www.awwa.org)
 - 3. NSF - National Sanitation Foundation
 - 4. ASTM - American Society for Testing and Materials
 - 5. DIPRA - Ductile Iron Pipe Research Association
- B. Definitions
 - 1. Working Pressure - the maximum expected, sustained operating pressure applied to the pipe exclusive of transient and surge pressures, also referred to as Maximum Expected Operating Pressure
 - 2. Surge Pressure - the transient internal hydrostatic pressure that the pipeline is subjected to because of pressure waves created by the conveying fluid's velocity change.
 - 3. Test Pressure - the internal hydrostatic pressure specified in the contract documents to which the pipeline will be subjected to during the hydrostatic pressure test and testing allowance test.
 - 4. Restrained Joint - a type of joint designed to resist forces that act to separate a joint, such as thrust caused by internal pressure, external pulling forces, etc. Standard

push-on and mechanical joints by themselves do not provide significant restraint against axial thrust forces

C. Reference Standards

1. ANSI/AWWA (www.awwa.org)
 - a. ANSI/AWWA C800 Underground Service Line Valves and Fittings
2. Unless otherwise specified, references to documents shall mean the latest published edition of the referenced document in effect at the bid date of the project.

1.4 SUBMITTALS

- A. Manufacturer's specific technical data with the physical properties of service line piping, curb stops, corporation stops, curb boxes, tapping sleeves, fittings and other appurtenances to be used on the project
- B. Certificates of Compliance with Specifications shall be furnished for all materials to be supplied.

1.5 QUALITY ASSURANCE

- A. Provide a list of all suppliers of service line, fittings, valves and all other applicable water system materials
- B. Provide the Owner with a Certificate of Intent of Compliance prior to material delivery.
 1. Certificate shall certify that all materials supplied for the work will be manufactured, tested and inspected in accordance with the contract documents
- C. Following the delivery of the materials the supplier shall provide the Owner with a Certificate of Compliance
 1. The Certificate shall certify that all materials supplied have been manufactured, tested and inspected in accordance with the contract documents.
- D. Each of the above Certificates shall include the following
 1. Suppliers name
 2. Mailing address;
 3. Project title,
 4. Description of each material supplied,
 5. Statement that all materials will be (or have been) manufactured, tested and inspected in accordance with the contract documents for the project and shall be signed and notarized.
- E. All of the above shall be provided at the Contractor's expense
- F. Visually inspect all piping, valves, unions, corporations stops, curb boxes, fittings and other materials delivered to the project site for compliance with the specifications and physical condition. Any non-compliant or defective materials shall be immediately removed from the project site.

PART 2 PRODUCTS

2.1 WATER SERVICE LINES

- A. Type 'K' Copper
 - 1. Unless otherwise indicated on the Drawings, Type 'K' copper services are to be used for new water service line installations.
 - 2. CTS type 'K' tubing in conformance with ASTM B88.
- B. High density polyethylene (HDPE)
 - 1. Conforms with ASTM D3035 and AWWA C901 (3/4 inch through 3 inch) standards.
 - 2. Produced from resins that meet or exceed the requirement of ASTM D3350, designation PE4710, that meets or exceeds a cell classification of PE445574C/E per ~~ASTM D3350~~.
 - 3. NSF/ANSI 61 listed by the manufacturer and bear the NSF logo or mark.
 - 4. CTS DR9 for the nominal diameter, at a minimum.
 - 5. Tracer wire is required for all HDPE water services. Refer to Owner's Standard Details for acceptable products.
- C. The use of plastic service lines, if authorized, must be accompanied by verification that the premises in which the service is connected has an electrical service that is not grounded to the existing premise plumbing.
- D. All water services shall be a minimum of one (1) inch in diameter or shall match existing diameter whichever is larger.
 - 1. Services lines less than one (1) inch in diameter shall only be used upon written authorization by the Owner.
- E. Transitions, fittings, unions or couplings needed for service line installations shall be compatible and specifically made for the service line material being installed.

2.2 CORPORATION STOPS

- A. Heavy duty brass cast bodies, keys, stem washers and nuts and inlet threads conforming to AWWA C800
- B. Corporation stops to be AWWA/CC taper thread inlet by flare copper outlet or quick/pack joint connection unless otherwise indicated
- C. Provide the following size corporation stops where indicated on the Drawings and standard details sheets:
 - 1. Less than 16 inch diameter water main; 1 inch diameter corporation stop
 - 2. 16 inch diameter water main and larger; 2 inch diameter corporation stop
- D. Type of corporation stop as follows:
 - 1. 1 inch and less: Key/Plug valve
 - 2. Greater than 1 inch: Ball valve
- E. Manufacturers
 - 1. Mueller Type H-15000
 - 2. Ford Meter Box F1000-4 Q-NL (1 inch)
 - 3. Ford Meter Box FB1000-X Q-NL (Greater than 1 inch)

4. ——— Approved Equal

F. ——— Installation of corporation stops 1 1/2 inch diameter and larger on ductile iron pipe requires installation with a heavy-duty brass cast double-strap service saddle. Refer to Section 02661 for service saddle Product requirements.

G. ——— Installation of corporation stops on plastic pipe requires the use of coated ductile iron service saddle with double stainless-steel straps. Refer to the related Section for water main pipe of the material specified on the plans for service saddle Product requirements.

2.3 CURB STOP VALVES

A. Heavy-duty brass cast bodies, ball, keys, stems, and outlet and inlet threads conform to AWWA C800

B. Valves to be quick-pack joint connection for copper or CTS O.D. tubing inlet and outlet unless otherwise indicated.

1. Valves to be non-directional and watertight with flow in either direction
2. Insulated valves are required when connecting dissimilar metal piping unless otherwise indicated.

C. Match the curb stop valve to the service line size from the municipal water supply

D. Manufacturers

1. Ford Meter Box B44-XXX-Q-NL
2. Mueller Type P-25209
3. Approved Equal

2.4 CURB STOP VALVE BOX (LESS THAN 3")

A. Two-piece cast iron valve box with an arch pattern base furnished with a one-inch upper section and a two-hole pattern cast-iron lid.

1. Provide telescoping upper with a spring friction ring to allow for adjustment to final grade.
2. Provide 42-inch stainless steel stationary rod

B. Comply with American Iron and Steel production requirements (refer to Section 00852)

C. Manufacturers

1. Ford Meter Box EA1-XX-40-XXR-SS
2. AY McDonald 5601ALR
3. Approved Equal

D. Provide curb box base for curb stop valves greater than 1 inch diameter

2.5 SERVICE LINE TAPPING SADDLES

A. ——— Heavy-duty brass double-strap service saddles with AWWA tapered outlet thread.

B. ——— Manufacturers

1. ——— Ford Meter Box 202B
2. ——— Owner-approved equal

- C. Corporation stops on plastic pipe requires the use of coated ductile iron service saddle with double stainless steel straps.
 - 1. Service saddles shall have a ductile iron body, fusion plastic coated, and double, stainless steel straps meeting the requirements of AWWA C800.
 - a. Straps, bolts, nuts and washers shall stainless steel 18-8 Type 304.
 - b. Passivate all welds for resistance to corrosion
 - c. Minimum working pressure of 250 psi
 - d. Service saddles on pipe less than 14 inches in diameter
 - 1) Minimum combined strap width of 3 1/4 inches
 - e. Service saddles on pipe from 14 inch to 24 inch in diameter
 - 1) Two straps a minimum of 2 3/4 inches wide
 - 2. Manufacturers
 - a. ~~JCM-406~~
 - b. Owner approved equal
- D. Tapping saddles on pipe diameters less than 16 inch in diameter and for corporation stops less than 1 1/2 inch in diameter are to be used only upon authorization of the Owner.

2.6 TRACER WIRE

- A. Provide tracer wire with HDPE services as follows:
 - 1. Solid or multi-strand copper or copper-clad steel encased within an HDPE jacket designed for 600 volt applications with a 45 mil minimum thickness designed specifically for use in direct burial applications.
 - a. Jacket color shall be blue per APWA color coding convention.
 - b. Minimum tensile strength/break load of 2,500 pounds, and shall be specifically designed for trenchless applications.
 - 2. For other installation methods, use 10 AWG copper wire with a minimum 30 mil coating.
 - 3. The minimum thickness at any point along the tracer wire shall not be less than 90% of the specified average thickness in compliance with UL 83.
 - a. UL 83 specification shall be clearly marked on the wire insulation.
- B. Provide test stations that are compatible with Owner's locating equipment.
 - 1. For test stations not located within a valve box, provide a heavy-duty tracer box with cast iron cover.
 - 2. Tracer boxes in pavement shall be flush mounted and rated for traffic.
- C. Attach tracer wire to the service line at 5 foot intervals along the full length between test stations.
 - 1. Utilize plastic cable ties or Owner approved alternative to attach the tracer wires to the piping.
 - 2. The use of tape is prohibited.
- D. Provide manufactured connectors that are rated for direct burial, have a dielectric gel and are sealed.
- E. Provide magnesium anodes for grounding of all dead ends of tracer wire not brought to a test station.
- F. Check tracer wires for continuity prior to placing the water service into service.

PART 3 EXECUTION

3.1 DELIVERY, HANDLING, AND STORAGE

- A. Deliver and unload materials in a manner such that damage to those materials or coatings is prevented. Materials found to be damaged at the point of installation will be rejected and must be removed from the project site.
- B. Handle and store pipe in accordance with the related Section for the pipe material that is being installed.
- C. Materials shall only be stored in areas designated by the Owner. Security for stored materials is the responsibility of the Contractor.

3.2 EXCAVATION

- A. Complete trenching and excavation in accordance with Section 02315.

3.3 INSTALLATION OF SERVICE LINE

- A. Install service line piping in conformance with the approved methods described in the Special Provision for Service Line Replacement.
- B. Install service line at depths to provide a minimum cover of five and one half (5-1/2) feet over the top of piping unless otherwise approved by the Owner.
- C. Connection to a water service line that contains lead or galvanized piping is strictly prohibited:
 - 1. Immediately report the discovery of a lead or galvanized water service to the Owner.
 - a. The Owner will provide direction on how to proceed.
- D. Saddles are required for service line connections to the following water main pipe materials:
 - 1. HDPE
 - a. Refer to PART 2 in this Section for further detail.
 - 2. Asbestos Cement
 - a. Consult the Owner prior to making connection for further detail.
 - 3. Prestressed Concrete Cylinder Pipe
 - a. Consult the Owner prior to making connection for further detail.
 - 4. Ductile Iron (16-inch and larger)
 - a. Refer to PART 2 in this Section for further detail.
 - 5. Screw-in type corporation stop connections are permitted for all other material types and should follow manufacturers guidelines for installation.
- E. Long-side water services (i.e. beneath roadways, water courses, etc.) shall be installed using trenchless methods (i.e. horizontal directional drilling or pipe pulling) unless otherwise authorized by the Owner.
- F. Conduct initial water service line flush (Public Side Only):
 - 1. Complete initial flush prior to connecting to the private service line.
 - 2. Connect new water service to water main.

3. — Connect a hose to the end of the new water service within the excavation at the curb stop and flush at full velocity for a minimum of 10 minutes or until water runs clear, whichever is less.
4. — Drain the flush water to the nearest drainage structure as agreed to with the Owner's representative.

3.4 BACKFILLING

- A. Backfill all excavations within the public right-of-way and within the influence of any paved surfaces with Class II compacted sand in accordance with Section 02315.
- B. Backfill any excavations outside the public right-of-way and not within the influence of any paved surfaces with Standard Backfill Trench in accordance with Section 02315.

3.5 CORPORATION STOP

- A. — Direct corporation stop taps to iron pipe will be allowed only upon approval of the Owner.
 1. — Complete taps in accordance with the manufacturer's guidelines.
- B. — Corporation stop taps to all other pipe materials will require a saddle.
- C. — Install corporation stop in accordance with the related Section for the pipe material that is being tapped.

3.6 SERVICE LINE CONNECTION SADDLE

- A. — Clean pipe and lubricate gasket.
- B. — Install saddle in accordance with manufacturer's recommended instructions.
- C. — Corporation stop installation must not force the pipe away from the gasket seal.
- D. — Pipe coupon must be removed from pipe.
- E. — Recheck saddle torque after corporation stop installation and tighten as necessary.

3.7 CURB STOP VALVES & VALVE BOX

- A. Install curb stop valve plumb with the valve stem pointing towards the surface.
- B. Provide a base to support the bottom of the valve.
 1. Support valve base on poured concrete base or block.
- C. Install curb box base so that it does not transmit loads or stress to the valve or water service.
 1. Install the foot piece beneath the curb stop and the curb box base over the curb stop onto the foot piece.
 2. Encase the curb box base in suitable open-graded material.
- D. Install valve box plumb and centered over the valve.
- E. Adjust valve box cover height to match finished grade.

1. Review plumbness of valve box and accessibility of curb stop valve after backfilling and correct any deficiencies prior to final restoration.

3.8 TESTING

- A. ~~Hydrostatic and bacteriological sampling is not required for the new service line after a service line replacement is completed and the service line is adequately flushed.~~
- B. ~~Verification testing is required when the water supply main is depressurized during the performance of a service line replacement.~~
 1. ~~Depressurized sections of water main are required to be bacteriologically tested prior to lifting a boil water advisory.~~
- C. ~~Thoroughly flush the portion of the system that was depressurized unidirectionally so as not to flush stagnant water through the supply system.~~
- D. ~~Disinfect water main in accordance with ANSI/AWWA C651 and conduct bacteriological testing of water samples taken from the pipeline.~~
 1. ~~Provide chlorination and bacteriological testing plan to the Owner prior to initiating chlorination.~~
 - a. ~~Indicate method of chlorination.~~
 - b. ~~Indicate the number and location of sampling points~~
 - c. ~~Indicate the schedule of sampling~~
 2. ~~Following chlorination, all treated water shall be thoroughly flushed from the main.~~
 - a. ~~The treated water will be considered flushed when the residual chlorine content is less than 0.7 p.p.m.~~
 3. ~~Bacteriological testing to be performed by the Owner unless otherwise noted.~~
 - a. ~~The first water sample shall be taken 24 hours after disinfection and flushing, and the second 24 hours after the first sample.~~
 - b. ~~Owner will prepare a chain of custody for all samples taken, signed by all persons who handle the sample from the field, throughout transport to the laboratory, and at the laboratory.~~
 - c. ~~Analysis of other contaminants may be required if the Engineer has reason to believe that these contaminants are present.~~
 4. ~~Test results shall be directly reported to the Owner.~~
- E. ~~Should the initial treatment of all or any section of the main, in the opinion of the Engineer, prove ineffective, the chlorination procedure shall be repeated until confirmed tests show that water sampled from the new main conforms to the foregoing requirements.~~
- F. ~~Repeat bacteriological testing if the system is not activated within 30 days after initial testing.~~

3.9 SHUTTING OFF WATER

- A. Familiarize locations of existing gate valves and have them made easily accessible for emergency shutoffs.
- B. Notify the Owner to have valves opened and closed for purposes of shutting down the water supply.
- C. Keep on the job at all times, all of the necessary equipment to shut the water off and to make immediate emergency repairs without undue delay.

- D. In case of an emergency break in a water line due to the Contractor's construction operations, the Contractor shall supply water to those deprived of water service.
- E. A minimum twenty-four hour advance notice shall be given to persons whose water is to be shut off.

END OF SECTION

SECTION 02929

SEEDING

PART 1 GENERAL

1.1 SUMMARY OF WORK

- A. Types of work required include the following:
 - 1. Soil preparation
 - 2. Seeding lawns

1.2 RELATED WORK

- A. Related work specified elsewhere:
 - 1. Section 02958 – Special Landscaping Materials for Site
 - 2. Section 02970: Landscape Maintenance and Guarantee Standards
 - 3. Special Provision for Site Restoration

1.3 SUBMITTALS

- A. Submit seed vendor's certification for required grass seed mixture, indicating percentage by weight, and percentages of purity, germination, and weed seed for each grass species
- B. Submit materials test report.
- C. Submit fertilizer(s) analysis certification.
- D. Upon seeded lawn acceptance, submit written maintenance instructions recommending procedures for maintenance of seeded lawns.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Deliver seed and fertilizer materials in original unopened containers, showing weight, analysis, and name of manufacturer
- B. Store in a manner to prevent wetting and deterioration

1.5 PROJECT CONDITIONS

- A. Work notifications: Notify Engineer at least 7 working days prior to start of seeding operation.
- B. Protect existing utilities, paving and other facilities from damage caused by seeding operations
- C. Locate, protect, and maintain the irrigation system during seeding operations.

- D. Perform seeding work only after planting and other work affecting ground surface has been completed
- E. Restrict traffic from lawn areas until grass is established. Erect signs and barriers as required.
- F. Provide hose and lawn watering equipment as required.

1.6 WARRANTY

- A. Refer to Landscape Maintenance and Guarantee Standards specified in Section 02970

PART 2 PRODUCTS

2.1 TOPSOIL

- A. Refer to Section 02958

2.2 GRASS SEED

- A. Refer to Special Provision for Site Restoration

2.3 FERTILIZER:

- A. Granular, non-burning product composed of not less than 50% organic slow acting, guaranteed analysis professional fertilizer.
- B. Type A: Starter fertilizer containing 20% nitrogen, 12% phosphoric acid and 8% potash by weight or similar approved composition.

2.4 WATER

- A. Free of substance harmful to seed growth.
- B. Hoses or other methods of transportation furnished by Contractor.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine finish surfaces, grades, topsoil quality and depth. Do not start seeding work until unsatisfactory conditions are corrected

3.2 PREPARATION

- A. Limit preparation to areas which will be immediately seeded. Spread topsoil, fine grade
- B. Scarify surface of lawn areas to minimum depth of 3". Remove stones over 1" in any dimension and sticks, roots, rubbish and extraneous matter.

- C. Place loosened topsoil in areas designated as seeded lawn areas to minimum depth of 3". Remove stones over 1/2" in any dimension and sticks, roots, rubbish, and extraneous matter.
- D. Grade lawn areas to smooth, free draining and even surface with a loose, uniformly fine texture. Roll and rake; remove ridges and fill depressions as required to drain.
- E. Apply Type A fertilizer to indicated turf areas at a rate equal to 1.0 lb. per 200 sq. ft. or 220 lbs/acre.
 - 1. Apply fertilizer by mechanical rotary or drop type distributor, thoroughly and evenly incorporated with the soil to depth of 1" by discing or other approved methods.
 - 2. Fertilize areas inaccessible to power equipment with hand tools and incorporate it into soil.
- F. Dampen dry soil prior to seeding.
- G. Restore prepared area to specified condition if eroded, settled or otherwise disturbed after fine grading and prior to seeding.

3.3 SEEDING

- A. Seed immediately after preparation of bed in accordance with the seasonal limitations detailed in Section 816 for the 2012 MDOT Standard Specifications for Construction.
- B. Seed indicated areas within contract limits and areas adjoining contract limits disturbed as a result of construction operations at a rate of 440 lbs/acre.

3.4 MAINTENANCE

- A. Refer to Landscape Maintenance and Guarantee Standards as specified in Section 02970.
- B. Mow lawn areas as soon as lawn top growth reaches 3" height. Cut back to 2" in height. Repeat mowing as required to maintain specified height.
- C. Maintain seeded banks, ditches, medians, and fields to the extent of establishment only. Re-grade and re-seed washed out or eroded areas as required until a suitable cover is established.

3.5 ACCEPTANCE

- A. See Section 02970 Landscape Maintenance and Guarantee Standards.

3.6 CLEANING

- A. Perform cleaning during installation of the work and upon completion of the work.
- B. Remove from site all excess materials, debris and equipment.
- C. Repair damage resulting from seeding operations.

END OF SECTION

SECTION 02934

SODDING

PART 1 GENERAL

1.1 DESCRIPTION

- A. Provide sodded lawns as shown and specified. The work includes:
1. Soil Preparation
 2. Sodding Lawns

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02938 – Special Landscape Requirements for Site
- B. Section 02970 – Landscape Maintenance and Guarantee Standards

1.3 QUALITY ASSURANCE

- A. Sod. Comply with American Sod Producers Association (ASPA) classes of sod materials.

1.4 SUBMITTALS

- A. Submit sod growers certification of grass species. Identify source location.
- B. Submit materials test report.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Cut, deliver, and install sod within a 24-hour period.
1. Do not harvest or transport sod when moisture content may adversely affect sod survival.
 2. Protect sod from sun, wind, and dehydration prior to installation.
 3. Do not tear, stretch, or drop sod during handling and installation.

1.6 PROJECT CONDITIONS

- A. Work notification: Notify Engineer at least 7 working days prior to start of sodding operations.
- B. Protect existing utilities, paving, and other facilities from damage caused by sodding operations. Contractor shall be responsible for any damage to utilities and existing facilities.
- C. Perform sodding work only after planting and other work affecting ground surface has been completed.
- D. Locate, protect, and maintain the irrigation system during sodding operations.

1.7 WARRANTY

- A. Refer to Landscape Maintenance and Guarantee Standards in Section 02970.

PART 2 PRODUCTS

2.1 TOPSOIL

- A. Refer to Section 02958

2.2 SOD

- A. Approved nursery grown blend of improved turf type tall fescue, densely rooted blue grass rye grass and other approved perennial grasses that matches the adjacent lawn to the extent possible.
- B. Sod shall be well-rooted, healthy sod, free of diseases, nematodes and soil borne insects, free from noxious weeds and reasonably free from other weeds.
1. Uniform in color, leaf texture, density, and free of weeds, undesirable grasses, stones, roots, thatch, and extraneous material; viable and capable of growth and development when planted.
- C. Furnish sod machine stripped and of Supplier's standard width, length, and thickness:
1. Mow sod before stripping.
 2. Sod shall not be less than two (2") inches thick, cut in strips not than ten (10") inches wide by eighteen (18") inches long with clean cut edges
- D. Sod containing Common Bermudagrass, Quackgrass, Johnsongrass, Poison Ivy, Nutsedge, Nimblewill, Canada Thistle, Timothy, Bentgrass, Wild Garlic, Ground Ivy, Perennial Sorrel, or Brome grass weeds will not be acceptable.

2.3 FERTILIZER

- A. Granular, non-burning product composed of not less than 50% organic slow acting, guaranteed analysis professional fertilizer.
- B. Starter fertilizer containing 12% nitrogen, 26% phosphoric acid, and 12% potash by weight, or similar approved composition

2.4 WATER.

- A. Free of substance harmful to sod growth.
- B. Hoses or other methods of transportation furnished by Contractor.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine finish surfaces, grades, topsoil quality, and depth. Do not start sodding work until unsatisfactory conditions are corrected.

3.2 PREPARATION FOR PLANTING LAWNS

- A. Limit preparation to areas which will be immediately sodded.
- B. Loosen subgrade of lawn areas to minimum depth of 4".
1. Remove stones over 1/2" in any dimension and sticks, roots, rubbish, and extraneous matter.
- C. Rough grade lawn areas to smooth, free draining and even surface with a loose, uniformly fine texture.
1. Roll and rake; remove ridges and fill depressions as required to drain.
- D. Spread topsoil to a minimum depth required to meet lines, grades and elevations shown, after light rolling and natural settlement.
1. Add specified soil amendments and mix thoroughly into upper 4" of topsoil at rate to adjust pH of topsoil to not less than 6.0 nor more than 6.8.
 2. Distribute evenly by machine and incorporate thoroughly into topsoil.
- E. Apply fertilizer at the rate equal to 1.0 lb. per 200 sq ft or 220 lbs/acre.
1. Apply fertilizer by mechanical rotary or drop type distributor, thoroughly and evenly incorporated with the soil to a depth of 3" by disking or other approved methods.
 2. Fertilize areas inaccessible to power equipment with hand tools and incorporate it into soil.
- F. Moisten prepared lawn areas before planting if soil is dry.
1. Water thoroughly and allow surface moisture to dry before planting lawns.
 2. Do not create a muddy soil condition.
- G. Restore prepared areas to specified condition if eroded, settled, or otherwise disturbed after fine grading and prior to sodding.
- H. Place approximately 1/2 of total amount of topsoil required and work into top of loosened subgrade to create a transition layer and then place remainder of planting soil.
- I. Fine grade lawn areas to a smooth, even surface with loose, uniformly fine texture.
1. Roll, rake and drag lawn areas, remove ridges and fill depressions, as required to meet finish grades.
 2. Limit fine grading to areas which can be planted immediately after grading.

3.3 SODDING

- A. Sod shall be moist and shall be laid in a moist earth bed.
- B. Lay sod to form a solid mass with tightly-fitted joints.

1. Butt ends and sides of sod strips.
2. Do not overlay edges.
3. Stagger strips to offset joints in adjacent courses.
4. Remove excess sod to avoid smothering of adjacent grass.
5. Provide sod pad top flush with adjacent curbs, sidewalks, drains, and seeded areas.

- C. Do not lay dormant sod or install sod on saturated or frozen soil.
- D. Install initial row of sod in a straight line, beginning at bottom of slopes, perpendicular to direction of the sloped area. Place subsequent rows parallel to and tightly against previously installed row. Offset subsequent rows by 1/2 length of sod strip to break up sod strip joints.
- E. Water sod thoroughly with a fine spray immediately after laying.
- F. Roll with light lawn roller to ensure contact with sub-grade.
- G. Utilize pegs to stabilize the sod on slopes over 50%.

3.4 MAINTENANCE

- A. Refer to Section 02970: Landscape Maintenance and Guarantee Standards.
1. Apply Type A fertilizer to lawns approximately 30 days after sodding at a rate equal to 220 lbs/acre. Apply with a mechanical rotary or drop type distributor. Thoroughly water into soil.
 2. Apply herbicides as required to control weed growth or undesirable grass species.
 3. Apply fungicides and insecticides as required to control diseases and insects.
 4. Remove sod pegs.

3.5 ACCEPTANCE

- A. Refer to Section 02970: Landscape Maintenance and Guarantee Standards.

3.6 CLEANING

- A. Perform cleaning during installation of the work and upon completion of the work.
- B. Remove from site all excess materials, debris, and equipment.
- C. Repair damage resulting from sodding operations.

END OF SECTION

SECTION 02958

SPECIAL LANDSCAPING REQUIREMENTS FOR SITE

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Furnish all labor, materials, equipment and services necessary for the following work:
1. Providing and applying topsoil for planting and turf areas.
 2. Providing and planting trees, plants, etc. shown on the Drawings, including specified maintenance.
 3. Providing and installing any landscape accessory as needed.

1.2 QUALITY ASSURANCE

- A. Landscape work shall be done by a single firm specializing in commercial landscape installations.
- B. Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
- C. Do not make substitutions. If specified landscape material is not obtainable, submit proof of non-availability to Consultant, together with proposal for use of equivalent material.
- D. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.
- E. Provide and pay for materials testing. Testing agency shall be acceptable to the Owner. Provide the following data upon request.
1. Test representative materials samples proposed for use.
 2. Topsoil:
 - a. pH factor
 - b. Cation Exchange Capacity
 - c. Mechanical Analysis
 - d. Percentage of organic content
 - e. Recommendations on type and quantity of additives required to establish satisfactory pH factor and supply of nutrients to bring nutrients to satisfactory level for planting.
- F. Trees, Shrubs and Plants: Provide trees, shrubs and plants of quality, size, genus, species and variety shown and scheduled for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standards for Nursery Stock". Provide healthy, vigorous stock, grown in a recognized nursery in accordance with good horticultural practice and free from disease, insects, eggs, larvae and defects such as knots, sun scald, injuries, abrasions or disfigurement.

- G. Label at least one tree and one shrub of each variety with a securely attached waterproof tag bearing legible designation of botanical and common name.
- H. Inspection: The Consultant or Owner's Representative may inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. Consultant retains right to further inspect trees and shrub for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from project site.
- I. All plants shall be nursery grown under climatic conditions similar to those in the locality of the project for a minimum of 2 years. Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable, at no additional cost, and providing that the larger plants will not be cut back to size indicated. Provide plants indicated by two measurements so that only a maximum of 25% are of the minimum indicated and 75% are of the maximum size indicated.

1.3 SUBMITTALS

- A. The Contractor is responsible for providing the following submittals to the Consultant in triplicate. These submittals must be reviewed by the Consultant prior to any authorized landscaping operations.
 - 1. Submit the following materials certification:
 - a. Topsoil source and pH value, including test results specified
 - b. Peat moss, including test results specified.
 - c. Plant fertilizer.
 - 2. Certification. Submit certificates of inspection as required by governmental authorities. Submit manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials. Submit other data substantiating that materials comply with specified requirements.
 - 3. Planting Schedule: Submit proposed planting schedule, indicating dates for each type of landscape work during normal seasons for such work in area of site. Correlate with specified maintenance periods to provide maintenance from date of substantial completion. Once accepted, revise dates only as approved in writing, after documentation of reasons for delays.
 - 4. Maintenance Instructions. Submit typewritten instructions recommending procedures to be established by Owner for maintenance of landscape work for two full years. Submit prior to expiration of required maintenance period(s)

1.4 DELIVERY, STORAGE AND HANDLING

- A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.
- B. Take all precautions customary in good trade practice in preparing plants for moving. Workmanship that fails to meet the highest standards will be rejected. Spray deciduous plants in foliage with an approved "anti-desiccant" immediately after digging to prevent dehydration. Dig, pack, transport, and handle plants with care to ensure protection against injury. Inspection certificates required by law shall accompany each shipment invoice or order in stock and on arrival. The certificate shall be filed with the Consultant. Protect all plants from

drying out. If plants cannot be planted immediately upon delivery, properly protect them with soil, wet peat moss, or in a manner acceptable to the Consultant. Water-heeled-in plantings daily. No plant shall be bound with rope or wire in a manner that could damage or break the branches.

- C. ~~Trees and Shrubs: Provide freshly dug trees and shrubs. Do not prune prior to delivery, unless otherwise approved by Consultant. Do not bend or bind tie trees or shrubs in such a manner as to damage bark, break branches or destroy natural shape. Provide protective covering during delivery. Do not drop balled and burlapped stock during delivery.~~
- D. ~~Deliver trees and shrubs after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist by covering with mulch, burlap or other acceptable means of retaining moisture.~~
- E. ~~Do not remove container-grown stock from containers until planting time.~~

1.5 JOB CONDITIONS

- A. Proceed with and complete landscape work as rapidly as portions of site become available, working within seasonal limitations for each kind of landscape work required.
- B. Utilities: Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.
- C. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstruction, notify Owner's Representative before planting.
- D. ~~Planting Time: Plant or install materials during normal planting season for each type of landscape work required. Correlate planting with specified maintenance periods to provide maintenance from date of substantial completion.~~
- E. ~~Coordination with Lawns: Plant trees and shrubs after final grades are established and prior to planting of lawns, unless otherwise acceptable to Owner's Representative. If planting of trees and shrubs occurs after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.~~

1.6 SPECIAL PROJECT WARRANTY

- A. Warrant turf through specified turf maintenance period, and until final acceptance.
- B. ~~Warrant trees and shrubs, for a period of two years after date of substantial completion, against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents which are beyond the landscape contractor's control. Remove and replace trees, shrubs, or other plants found to be dead or in unhealthy condition during warranty period. Make replacements during growth season following end of warranty period. Replace trees and shrubs which are in doubtful condition.~~

- C. Inspection will be conducted at end of the warranty period, to determine acceptance or rejection. Only one replacement (per tree, shrub or plant) will be required at end of warranty period, except for losses or replacements due to failure to comply with specified requirements.

PART 2 PRODUCTS

2.1 TOPSOIL AND PEAT MOSS

- A. Topsoil
1. Topsoil shall be fertile, friable and representative of productive soil, capable of sustaining vigorous plant growth and shall be free of clay lumps, sub-soil, weeds, seeds and other foreign debris.
 2. Acidity range shall be between pH 5.0 and 7.5.
 3. Organic content shall be not less than 5% and not greater than 30%.
 4. Clay content shall range between 5% and 25%.
- B. Peat Moss: Brown to black in color, weed and seed free granulated raw peat or baled peat, containing not more than 9% mineral on a dry basis.

2.2 PLANTS

- A. Provide plants typical of their species or variety; with normal, densely developed branches and vigorous, fibrous root systems.
1. Provide only sound, healthy, vigorous plants free from defects, disfiguring knots, sunscald injuries, frost cracks, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation.
 2. All plants shall have a fully developed form without voids and open spaces.
 3. Plants held in storage will be rejected if they show signs of growth during storage.
- B. Dig balled and burlapped plants with firm, natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant.
1. Provide ball sizes complying with the latest edition of the American Standard for Nursery Stock.
 2. Cracked or mushroomed balls are not acceptable.
- C. Container Grown Stock: Grown in a container for sufficient length of time for the root system to have developed to hold its soil together, firm and whole.
1. No plants shall be loose in the container.
 2. Container stock shall not be pot bound.
- D. Provide tree species that mature at heights over 25' with a single main trunk. Trees that have the main trunk forming a "Y" shape are not acceptable.
- E. Plants planted in rows shall be matched in form.
- F. If the use of larger plants is acceptable, increase the spread of roots or root ball in proportion to the size of plant.

- G. — No pruning wounds shall be present with a diameter of more than 1" and such wound must show vigorous bark on all edges.
- H. — Evergreen trees shall be branched to the ground.

2.2 — OTHER

- A. — Water: Free of substances harmful to plant growth. Hoses or other methods of transportation furnished by Contractor.
- B. — Stakes for staking: Hardwood, 2" x 2" x 8' long.
- C. — Staking wires: No. 10 or 12 gauge galvanized wire.
- D. — Staking hose: Two ply, reinforced garden hose not less than 1/2" inside diameter.
- E. — Tree wrap: Standard waterproofed tree wrapping paper, 2-1/2" wide, made of 2 layers of crepe craft paper weighing not less than 30 lbs. per ream, cemented together with asphalt.
- F. — Twine: Two ply jute material.
- G. — Anti-Desiccant: Protective film emulsion providing a protective film over plant surfaces; permeable to permit transpiration. Mixed and applied in accordance with manufacturer's instructions.

PART 3 EXECUTION

3.1 — GENERAL

- A. — Examine proposed planting areas and conditions of installation. Do not start planting work until unsatisfactory conditions are corrected.
- B. — Time of Planting:
 - 1. — Evergreen Material: Plant evergreen material between September 1 and November 1 or in spring before new growth begins. If project requirements require planting at other times, plants shall be sprayed with anti-desiccant prior to planting operations.
 - 2. — Deciduous Material: Plant deciduous materials in a dormant conditions. If deciduous trees are planted in leaf, they shall be sprayed with an anti-desiccant prior to planting operation.
- C. — Planting shall be performed only by experienced workmen familiar with planting procedures under the supervision of a qualified supervisor.
- D. — Locate plants as indicated or as approved in the field after staking by the Contractor and/or the Consultant. If obstructions are encountered that are not shown on the Drawings, do not proceed with planting operations until alternate plant locations have been selected by the Consultant.
- E. — Plant largest sized materials first, proceeding to next smallest size, completing planting operations with minimal sizes.

3.2 PREPARATION

- A. Prepare lawns for planting in accordance with Section 02934.
- B. Preparation of Planting Soil:
 - 1. Before mixing, clean topsoil of roots, plants, sod, stones, clay lumps and other extraneous materials harmful or toxic to plant growth.
 - 2. Mix specified soil amendments and fertilizers with topsoil at rates specified. Delay mixing of fertilizer if planting will not follow placing of planting soil within a few days.
 - 3. Provide pre-mixed planting mixture for use around the balls and roots of the plants consisting of five parts planting topsoil to one part peat moss and 12 lbs. plant fertilizer for each cu. yd. of mixture.
 - 4. Apply phosphoric acid fertilizer (other than that constituting a portion of complete fertilizers) directly to subgrade before applying planting soil and tilling.
- C. For pit and trench-type backfill, mix planting soil prior to backfilling and stockpile at site.
- D. For planting beds, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.

3.3 PLANTS/TREES

- A. Excavation for Trees and Shrubs:
 - 1. Excavate pits, beds and trenches with vertical sides and with bottom of excavation slightly raised at center to provide proper drainage. Loosen hard subsoil in bottom of excavation.
 - 2. For balled and burlapped (B&B) trees and shrubs, make excavations at least half again as wide as the ball diameter and equal to the ball depth, plus following allowance for setting of ball on a layer of compacted backfill.
 - 3. For container-grown stock, excavate as specified for balled and burlapped stock, adjusted to size of container width and depth.
- B. Dispose of subsoil removed from planting excavations. Do not mix with planting soil or use as backfill.
- C. Fill excavations for trees and shrubs with water and allow to percolate out before planting.
- D. Planting Trees:
 - 1. Set balled and burlapped (B&B) stock on layer of compacted planting soil mixture, plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades. Remove burlap from sides of balls; retain on bottoms. When set, place additional backfill around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
 - 2. Set container-grown stock as specified for balled and burlapped stock, except cut cans on 2 sides with an approved can cutter; remove bottoms of wooden boxes after partial backfilling so as not to damage root balls.
 - 3. Dish top of backfill to allow for mulching.

- E. — Mulch pits, trenches and planted areas. Provide not less than 2-inch thickness of mulch and work into top of backfill and finished level with adjacent finish grades. Provide finished 4" thickness of mulch.
- F. — Prune, thin-out and shape trees and shrubs in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by the Consultant, do not cut tree leaders, and remove only injured or dead branches from flowering trees, if any. Prune shrubs to retain natural character.
- G. — Remove and replace excessively pruned or mis-formed stock resulting from improper pruning.
- H. — Wrap tree trunks of 2" caliper and larger. Start at ground and cover trunk to height of first branches and securely attach. Inspect tree trunks for injury, improper pruning and insect infestation and take corrective measures before wrapping. Secure tree wrap in place with twine wound spirally downward in opposite direction, tied around the tree in at least three places in addition to the top and bottom.
- I. — Stake all trees immediately after lawn seeding or sodding operations and prior to acceptance. When high winds or other conditions which may affect tree survival or appearance occur, the Consultant may require immediate staking.

3.4 MAINTENANCE

- A. — Begin maintenance immediately after planting.
- B. — Maintain landscaped areas in accordance with Section 02970.
- C. — Maintain trees, conifers and other plants until final acceptance but in no case less than 60 days after substantial completion of planting.
- D. — Maintain trees, conifers and other plants by pruning, cultivating and weeding as required for healthy growth. Restore planting saucers. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or vertical position as required. Restore or replace damaged wrappings. Spray as required to keep trees and shrubs free of insects and disease.

3.5 CLEAN UP AND PROTECTION

- A. — During landscape work, keep pavements clean and work areas in an orderly condition.
- B. — Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades and trespassers.
- C. — Maintain protection during installation and maintenance periods.
- D. — Treat, repair or replace damaged landscape work as directed

END OF SECTION

SECTION 02970

LANDSCAPE MAINTENANCE AND GUARANTEE STANDARDS

PART 1 GENERAL

1.1 DESCRIPTION

- A This Section describes the maintenance practices required for lawn areas and guarantee standards for lawn areas and plantings.

1.2 PROJECT WARRANTY

- A. Warranty seeded or sodded areas through specified six (6) week maintenance period.
- B. Warranty trees, transplanted trees and shrubs, for a period of one year after date of the accepted maintenance period, against defects including death and unsatisfactory growth, except for defect resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents which are beyond Landscape Installer's control.
- C. Remove and replace all plants found dead, unhealthy or in doubtful condition and extend warranty period for one (1) year after replacement.
1. The extended warranty period is one full-growing season.
 2. Make replacements during growth season following end of warranty or extended warranty season.
 3. At the end of the extended warranty period all plants found dead, unhealthy, or in doubtful condition shall be removed and replaced, based upon the opinion of the Architect/Engineer.
 4. Only one replacement will be required at the end of the warranty or extended warranty period, except for losses or replacements due to failure to comply with specified requirements.

1.3 MAINTENANCE

- A. Begin maintenance immediately after planting.
1. Maintain trees, transplanted trees, shrubs and other plants until final acceptance.
 2. Water all plantings through the maintenance period, keep guy wires taut, raise tree balls which settle, furnish and apply sprays as necessary to keep the plantings free of disease and furnish and apply sprays as necessary to keep the plantings free of disease and insects until the end of the warranty period.
 3. Water all evergreens thoroughly in the Fall to ensure they do not go into the Winter season dry.
 4. Arrange with Owner to walk the site monthly during maintenance period to review maintenance standards
 5. Remove all stakes, guy wires, tree wrap paper, dead twigs and branches from tree and plant materials at the end of this maintenance warranty period.

B Maintain Seeded Grass Areas

1. Establish a dense lawn of permanent grasses, free from lumps and depressions or any bare spots, none of which is larger than one foot of area up to a maximum of 3% of the total seeded lawn area.
 - a. Reseed any part of the seeded lawn that fails to show a uniform germination until a dense grass cover is established.
2. Water and provide a minimum of two cuttings of the lawn or more as necessary until the final inspection and acceptance of the seeded lawn area by the Owner.
3. Lawn cutting is required when the lawn reaches 3 inches in height.
 - a. Cut lawn to 2" inches in height.
4. Seeded lawns not given full six (6) weeks of maintenance prior to the first snowfall, or if not considered acceptable at that time, will require continued maintenance through the following Spring until acceptable lawn is established.
5. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading, replanting, and applying herbicides, fungicides, insecticides as required to establish a smooth, acceptable lawn, free of eroded or bare areas.
6. Water as required to maintain adequate surface soil moisture for proper seed germination. Continue watering as required for not less than six (6) weeks.
 - a. When irrigation is not present, seeding should take place in early Spring or Fall.
7. Repair, rework, and re-seed all areas that have washed out, are eroded, or do not catch.

C. Maintain Sodded Grass Areas

1. Maintain sodded lawn areas, including watering, spot weeding, mowing, application of herbicides, fungicides, insecticides, and resodding until a full, uniform stand of grass free of weed, undesirable grass species, disease, and insects is achieved and accepted by the Owner.
2. Water sod thoroughly every day throughout the six (6) week maintenance period to establish proper rooting.
3. Repair, rework and resod all areas that have washed out or are eroded.
4. Replace undesirable or dead areas with new sod.
5. Water and provide a minimum of two cuttings of the lawn or more as necessary until final inspection and acceptance of the lawn areas by the Owner.
6. Mow lawn areas as soon as lawn top growth areas a 3" height.
 - a. Cut back to 2" height.
 - b. Repeat mowing as required to maintain specified height.
 - c. Not more than 40% of grass shall be removed at any single mowing.
7. Provide a uniform stand of grass by watering, mowing, and maintaining lawn areas until final acceptance.
 - a. Resod areas, with specified materials, which fail to provide a uniform stand of grass until all affected areas are accepted by the Owner.
8. Sodded areas will be acceptable provided all requirements, including maintenance, have been complied with, and a healthy, even colored viable lawn is established, free of weeds, undesirable grass species, disease, and insects.

D. Inspection and Final Acceptance

1. When landscape work is completed, including maintenance, Owner will, upon request, make a final inspection to determine acceptability.
2. Landscape work may be inspected for acceptance in parts agreeable to Owner provided work offered for inspection is complete, including maintenance.
3. Where inspected landscape work does not comply with requirements, replace rejected work and continue specified maintenance until reinspected by Owner and found acceptable.
 - a. Remove rejected plants and materials promptly from project site.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 02990

PERMITS

PART 1 GENERAL

1.1 GENERAL

- A. The Permits needed to perform the Work within the Base Contract are listed below.
- B. The Contractor is responsible for complying with all the permits required. Costs incurred for complying with permit conditions is considered included in the project and will not be considered for reimbursement, unless substantially different than the permit conditions required of the Base Contract as determined by the Water Resources Commissioner's Office.
- C. Permit requirements and regulations required by this project shall be adhered to by the Contractor as if they were included in the Contract Documents.
- D. Should any contradictions or discrepancies between the requirements of the Permits Section and other Sections of these Specifications be found, this sections language shall have precedence.

1.2 PERMITS

- A. The following permits will be needed in order to perform work in the City of Pontiac, however, all permit fees will be waived:
 - 1. ROW Permit
 - a. The work is covered under WRC's blanket ROW permit held with the City.
 - b. All work shall be completed in accordance with City of Pontiac Engineering Design Standards (www.pontiac.mi.us/departments/public_works/engineering)
 - c. Submit 48 hours advance notice to City of Pontiac Engineering Division for work done under this permit.
- B. The following permits will be needed in order to perform work in Royal Oak Township, however, all permit fees will be waived:
 - 1. ROW Permit
 - a. The work will be covered under the WRC's blanket ROW permit they hold with the Road Commission for Oakland County (RCOC).
 - b. All work shall be completed in accordance with the RCOC's Permit Rules, Specifications and Guidelines
 - c. Submit 48 hours advance notice to RCOC for work done under this permit.
- C. An Allowance has been set up in the Contract to compensate the contractor for the costs of any permits necessary to perform an additional Contract work. However, costs to apply for and obtain permits will not be paid for separately and shall be included in the cost of the project.
- D. Contractor is required to obtain all permits prior to starting work.

END OF SECTION

AS A CONDITION OF THE APPROVAL OF THIS APPLICATION, THE APPLICANT AGREES TO THE FOLLOWING CONDITIONS:

1. The Applicant agrees to secure a Permit from the City of Pontiac - Engineering Division prior to the commencement of construction, maintenance or demolition operations within City Right-of-Way. If a Contractor is to perform the operations entailed in this application, the Contractor shall secure the Permit and thereby assume responsibility, along with the Applicant, for any provisions.
2. Any and all operations proposed under this application shall adhere to the standards and direction of the Engineering Division together with the mandates set forth within this application.
3. The Applicant agrees to save harmless, indemnify, defend and represent the City of Pontiac elected officials, its agents and employees against any and all claims for bodily injury, property damage or any claim arising out of or related to the creation, operation, use, or continuing existence of the structure or facility covered by this Permit.
4. Deposit fees are refundable six (6) months after completion of the specified project, provided there occurs no undue settlement, spalling, etc. and/or work is approved by the City of Pontiac Right-of-Way Inspection.
5. Forty-eight (48) hours advance notice shall be given to the Engineering Division prior to the commencement of any proposed work within City Right-of-Way.
6. All road closures and associated barricades required and implemented as a part of the work identified in the Permit shall be designed and installed in accordance with the current Michigan Manual of Uniform Traffic Control Devices.
7. The Applicant shall surrender all rights implied as a part of this Permit; cease operations, and remove/relocate at the Applicant's expense any and all facilities installed as a part of this Permit whenever ordered to do so by the Engineering Division due to the need for the area for public uses on a default in any of the conditions specified in this Permit. Failure to remove/relocate or otherwise surrender the facilities pursuant to Engineering Division requests shall deem the Applicant responsible for the costs incurred by the Engineering Division in doing so.
8. This application shall not be construed to grant rights whatsoever to any public utility, except as to the consent specifically outlined.
9. The Applicant agrees to construct, operate, use and/or maintain facilities to the satisfaction of the Engineering Division as long as the facility remains in Right-of-Way under jurisdiction of the Engineering Division. Applicant is obligated to repair any and all damages to the Right-of-Way resulting from installation of the facility, occurring or appearing after the Permit Licensee is released.
10. Excavation/Excavated Material Disposal

The applicant shall assume the full responsibility for the protection of existing Right-of-Way installations, including pavement, curb and gutter, sidewalk, storm drains, water mains, sanitary sewers, or roadside plantings, during excavation operations. The Applicant shall provide, as necessary, any required sheeting, shoring or bracing to protect the above listed items.

Unless approved as a special provision within this application, all surplus material generated shall become property of the Applicant. All surplus material shall be disposed of outside the limits of the Right-of-Way.

11. Backfill/Compaction Requirements

All trenches, pits, voids and other general excavations shall be appropriately backfilled with sound earth (greenbelt areas) or granular material, placed in successive layers, not more than 12" in depth, and shall be thoroughly compacted, subject to verification by the Controlled Density Method (granular minimum 95%; earth backfill minimum 90%).

Unless otherwise approved, granular backfill material shall meet the gradation requirements of M.D.D.T. Class III Material.

All Right-of-Way excavations outside traveled roadways/sidewalk/driveways shall be maintained until such time as all settlement has occurred and the area has been restored to a condition equal to or better than the original condition, in accordance with Engineering Division Standards.

The Permit and Deposit will not be released until such time as settlement and restoration items have been completed.

12. Additional Project Conditions:

The Applicant agrees to obtain all required construction plan approvals from the City, County and State prior to start of any construction. (DEQ Utility Permits, MPDES Permit, SEEC Permit, etc.)

The Applicant agrees to install all required utilities per City of Pontiac Standards, including but not limited to public sidewalks and street lights.

BOARD OF COUNTY ROAD COMMISSIONER, OAKLAND COUNTY, MICHIGAN
2420 PONTIAC LAKE ROAD - WATERFORD, MI 48328

REFER ALL INQUIRIES TO DEPARTMENT OF CUSTOMER SERVICES PERMITS (248) 858-4835

Const. Bond \$ 0.00
Permit Fee \$ 0.00
Deposit \$ 0.00
Est Insp. Fee \$ 0.00
Paint Fee \$ 0.00
Sign Fee \$ 0.00
Signal Fee \$ 0.00

Application No: 21-2049

Permit No: 62884

This permit is issued on the condition that licensees and any persons working under the authority of this permit shall comply with the requirements of Act 53 of the P.A. of 1974.

CALL 800-555-0100 BEFORE YOU DIG
PHONE: (248) 647-7344

01/08/2022

Received of OAKLAND COUNTY WATER RESOURCES COMMISSIONER

to be applied in accordance

with the terms of below permit

BOARD OF COUNTY ROAD COMMISSIONERS, Oakland County, Michigan

by:

Deputy Secretary-Clerk

Subject to the conditions on the reverse side hereof and the application on file, permission is granted by the Board of County Road Commissioners, Oakland County, Michigan, hereinafter referred to as the Board, to
OAKLAND COUNTY WATER RESOURCES COMMISSIONER
ONE PUBLIC WORKS DR., BLDG 85 WATERFORD, MI 48328 248-858-1538,
hereinafter referred to as the Licensee.

This is a permit to

PROVIDE NORMAL MAINTENANCE OR EMERGENCY REPAIR OPERATIONS FOR ALL EXISTING UNDERGROUND FACILITIES OPERATED BY THIS UTILITY COMPANY WITHIN THE RIGHT OF WAY OF COUNTY ROADS

WITHIN THE COUNTY RIGHT OF WAY, MAINTAIN A MINIMUM DEPTH OF 4' BELOW EXISTING ROAD SURFACE. OR EXISTING GRADE OVER UNDERGROUND UTILITY, WHICHEVER IS LOWER. CLASS II SAND BACKFILL SHALL BE USED WITHIN THE ROADBED, DRIVEWAY OR SIDEWALK INFLUENCE. PROPER SIGNING IS REQUIRED PRIOR TO STARTING WORK IN THE RIGHT OF WAY. MAINTAIN TWO-WAY TRAFFIC AT ALL TIMES.

THE UTILITY COMPANY SHALL SUBMIT 48 HOURS' ADVANCE NOTICE TO THE ROAD COMMISSION FOR WORK DONE UNDER THIS PERMIT. PRIOR TO WORKING NEAR A PUBLIC UTILITY, ADVANCED NOTICE MUST BE GIVEN TO THE OWNER OF SAID FACILITY AND ANY NECESSARY CONSENT AND/OR PERMITS OBTAINED.

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE RCOC'S PERMIT RULES, SPECIFICATIONS AND GUIDELINES. PROPER SIGNING IS REQUIRED BEFORE STARTING WORK IN THE RIGHT OF WAY. MAINTAIN TWO-WAY TRAFFIC AT ALL TIMES.

SUBCONTRACTORS AND ANY OTHER PARTIES WORKING ON BEHALF OF THE PERMITTEE SHALL BE MADE AWARE OF THE TERMS OF THE PERMIT, BE PROVIDED WITH ACCESS TO RCOC PERMIT RULES, SPECIFICATIONS AND GUIDELINES, AND BE DIRECTED TO CONTACT THE RCOC PERMITS DIVISION 48 HOURS PRIOR TO BEGINNING WORK.

NEW CONSTRUCTION OR EXTENSION OF EXISTING FACILITIES IS NOT INCLUDED IN THIS PERMIT. A SEPARATE PERMIT MUST BE OBTAINED.

ALL BILLINGS FOR INSPECTION FEES AND WORK PERFORMED BY THE RCOC AS A RESULT OF THESE ACTIVITIES SHALL BE BILLED TO THE PERMIT HOLDER.

All construction shall be in accordance with the attached approved plan and application on file for
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

as prepared by: OCWRD

and with the RCOC Supplementary Permit Specifications as follows:

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPROVED PLAN AND APPLICATION ON FILE AND WITH THE ROAD COMMISSION FOR OAKLAND COUNTY PERMIT RULES, SPECIFICATIONS, AND GUIDELINES DATED MARCH 14, 2013.

This permit is granted for the period

COUNTYWIDE

Commencing 01/08/2022

Ending 12/31/2022

BOARD OF COUNTY ROAD COMMISSIONERS, Oakland County, Michigan
Department of Customer Services - Permits

By:

In consideration of the granting of this permit, the undersigned Licensee hereby agrees to abide by and conform with all of the terms and conditions herein set forth or incorporated hereby reference. (SEE APPLICATION AND REVERSE SIDE FOR CONDITIONS OF PERMIT.)

01/08/2022 OAKLAND COUNTY WATER RESOURCES COMMISSIONER

By: X Ben Lewis

1/10/2022

Application #21-2049
Contact: BEN L LEWIS
Phone: 248-868-1539

PERMIT DESCRIPTION

The following is a permit description ONLY. It shall not be construed to be a permit and shall become valid only after the permit is acquired.

This is a permit to:

PROVIDE NORMAL MAINTENANCE OR EMERGENCY REPAIR OPERATIONS FOR ALL EXISTING UNDERGROUND FACILITIES OPERATED BY THIS UTILITY COMPANY WITHIN THE RIGHT OF WAY OF COUNTY ROADS

WITHIN THE COUNTY RIGHT OF WAY, MAINTAIN A MINIMUM DEPTH OF 4' BELOW EXISTING ROAD SURFACE OR EXISTING GRADE OVER UNDERGROUND UTILITY, WHICHEVER IS LOWER. CLASS II SAND BACKFILL SHALL BE USED WITHIN THE ROADBED, DRIVEWAY OR SIDEWALK INFLUENCE. PROPER SIGNING IS REQUIRED PRIOR TO STARTING WORK IN THE RIGHT OF WAY. MAINTAIN TWO-WAY TRAFFIC AT ALL TIMES

THE UTILITY COMPANY SHALL SUBMIT 48 HOURS' ADVANCE NOTICE TO THE ROAD COMMISSION FOR WORK DONE UNDER THIS PERMIT. PRIOR TO WORKING NEAR A PUBLIC UTILITY, ADVANCED NOTICE MUST BE GIVEN TO THE OWNER OF SAID FACILITY, AND ANY NECESSARY CONSENT AND/OR PERMITS OBTAINED

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE RCOC'S PERMIT RULES, SPECIFICATIONS AND GUIDELINES. PROPER SIGNING IS REQUIRED BEFORE STARTING WORK IN THE RIGHT OF WAY. MAINTAIN TWO-WAY TRAFFIC AT ALL TIMES.

SUBCONTRACTORS AND ANY OTHER PARTIES WORKING ON BEHALF OF THE PERMITTEE SHALL BE MADE AWARE OF THE TERMS OF THE PERMIT, BE PROVIDED WITH ACCESS TO RCOC "PERMIT RULES, SPECIFICATIONS AND GUIDELINES," AND BE DIRECTED TO CONTACT THE RCOC PERMITS DIVISION 48 HOURS PRIOR TO BEGINNING WORK

NEW CONSTRUCTION OR EXTENSION OF EXISTING FACILITIES IS NOT INCLUDED IN THIS PERMIT. A SEPARATE PERMIT MUST BE OBTAINED.

ALL BILLINGS FOR INSPECTION FEES AND WORK PERFORMED BY THE RCOC AS A RESULT OF THESE ACTIVITIES SHALL BE BILLED TO THE PERMIT HOLDER

All construction shall be in accordance with the attached approved plan and application on file for OAKLAND COUNTY WATER RESOURCES COMMISSIONER

as prepared by OCWRC

and with the RCOC Supplementary Permit Specifications as follows.

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ATTACHED APPROVED PLAN AND APPLICATION ON FILE WITH THE ROAD COMMISSION FOR OAKLAND COUNTY PERMIT RULES, SPECIFICATIONS, AND GUIDELINES DATED MARCH 14, 2013

BOARD OF COUNTY ROAD COMMISSIONERS, OAKLAND COUNTY, MICHIGAN

PERMIT APPLICATION

MAKE CHECK PAYABLE TO ROAD COMMISSION FOR OAKLAND COUNTY

FOR R.C.O.C. USE ONLY	
Application No.	21-2049
Date Received	
Permit E No.	102884
Date of Issuance	1-8-22

APPLICANT: OAKLAND COUNTY WATER RESOURCES COMMISSIONER

APPLICATION for a permit to CONSTRUCT, OPERATE, USE and/or MAINTAIN or to TEMPORARILY CLOSE A COUNTY ROAD within the part of the right-of-way of road(s) VARIOUS under the jurisdiction of the Board. A detailed description of the desired facility and/or activity is required in the space provided below: (include size, length, type of facility, if underground, indicate depth below surface; if parallel to road, indicate distance from inside edge of facility to edge of pavement, if crossing under roadbed, describe method). THE FOLLOWING MUST BE ATTACHED TO THE APPLICATION WHEN APPLICABLE: 1 Plans, specifications and location of facility 2 Traffic plan and detour route in cases of street closures

PLEASE CHECK THE APPROPRIATE BOX(ES) THAT APPLY TO THE TYPE OF WORK YOU WISH TO OBTAIN A PERMIT FOR:

- | | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> Annual | <input type="checkbox"/> Community Event | <input type="checkbox"/> Public Utility (i.e. electric, gas, telephone) | <input type="checkbox"/> Self Boring/Monitoring Well |
| <input type="checkbox"/> Approach/Private Road Access | <input type="checkbox"/> Landscaping/Grading | <input type="checkbox"/> Sanitary/Storm Sewer | <input type="checkbox"/> Watermain |
| <input type="checkbox"/> Cable TV | <input type="checkbox"/> Pathway/Sidewalk | <input type="checkbox"/> Sign/Subdivision Entrance Marker | <input type="checkbox"/> Other |

MAINTENANCE OF EXISTING WATER AND SEWER FACILITIES

City or Township: COUNTYWIDE

Section No. _____

The above activities will be carried out in accordance with plans, specifications, maps and statements filed with the R.C.O.C. as part of this application, and if said application is approved, the above named applicant agrees to abide by the CONDITIONS contained on the reverse side. Since a permit will have to be secured from the Board prior to the start of any construction or maintenance operations proposed by this application, it is intended that the SUPPLEMENTAL SPECIFICATIONS, on the reverse side, are to be incorporated as part of the plans or specifications required for this proposed work.

FOR R.C.O.C. USE ONLY	
Design: _____	Right-of-Way: _____
Traffic: _____	Maintenance: _____
Planning: _____	Construction: _____
Subdivision: _____	
Environmental Concerns: _____	Permits: _____

FOR R.C.O.C. USE ONLY	
Application Fee: \$ 0	Permit Fee: \$ 0
Receipt No. _____	Deposit: \$ 0
Bond: \$ 0	Estimated Inspection Fee: \$ 0
(RCOC Form 15)	Plan Fee: \$ 0
	Sign Fee: \$ 0
TOTAL FEES DUE AT TIME OF PERMIT ISSUANCE: \$ 0	
Proof of Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pollution Liability Required	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

This application is approved subject to CONDITIONS and SUPPLEMENTAL SPECIFICATIONS contained on the reverse side of this application. Approval of this application does not relieve applicant from meeting any applicable requirements or duties of law or other public bodies or agencies including but not limited to the Michigan Department of Natural Resources.

APPROVAL OF THIS APPLICATION EXPIRES IN ONE YEAR IF A PERMIT HAS NOT BEEN ISSUED. RESUBMITTAL OF CURRENT PLANS, PERMIT APPLICATION REVIEW FEES AND PERMIT APPLICATION IS REQUIRED IF APPROVAL OF THIS APPLICATION HAS EXPIRED.

REFER ALL INQUIRIES TO (248) 858-4835

DEPARTMENT OF CUSTOMER SERVICES
2420 PONTIAC LAKE ROAD
WATERFORD, MI 48328

APPLICATION APPROVED:

By: _____ Date: _____

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

APPLICANT (PRINT OR TYPE)

Ben Lewis

SIGNATURE

11/30/2021

DATE

Ben Lewis, Manager

(PRINTED/TYPED SIGNATURE & TITLE)

ONE PUBLIC WORKS DR

(248) 858-1119

APPLICANT'S ADDRESS

TELEPHONE NUMBER

WATERFORD, MI 48328

CITY

STATE

20-COC

**SPECIAL PROVISION
FOR
MAINTENANCE AGGREGATE, 21AA**

HRC

1 of 3

4/4/2022

Description

This work shall consist of furnishing, placing and compacting aggregate on a prepared subgrade for temporary and permanent applications to provide a surface to maintain vehicular and/or pedestrian traffic or to provide a base course for subsequent paving as described in the specifications and as directed by the Engineer.

The scope of the work will consist of providing aggregate for patches in roadways or sidewalks disturbed by service line replacement work. Temporary applications included times when permanent pavement cannot be installed in a reasonable amount of time and the maintenance aggregate will be utilized to provide a traversable surface. Permanent applications include installing a base course layer for subsequent paving.

This work shall be done in accordance with Section 302 of the 2012 Michigan Department of Transportation Standard Specifications for Construction, except as herein specified.

Materials

Maintenance Aggregate, 21AA shall meet the gradation requirements specified in Table 1 and the physical requirements listed in Table 902-2 of the 2012 Michigan Department of Transportation Standard Specifications for Construction

TABLE 1 GRADATION LIMITS (Prior to Rolling and Compacting)								
Material	Total Percent Passing (Sieve Size)							
	1 1/2"	1"	3/4"	1/2"	3/8"	No. 8	No. 30	Loss by Washing
21AA	100	85 - 100	*	50 - 75	*	20 - 45	*	4 - 8

Material not meeting gradation or loss by wash limits in Table 1 will not be permitted to be placed on the grade.

Maintenance Aggregate, 21AA materials shall be obtained from natural aggregate, iron blast furnace slag or reverberatory furnace slag. Only fines produced by the crushing process shall be permissible, no plastic fines shall be added.

The use of crushed concrete is permissible upon written authorization by the Owner and compliance with the Measurement and Payment section of this Special Provision.

Maintenance Aggregate, 21AA produced by crushing Portland cement concrete must not contain building rubble as evidenced by the presence of more than 5.0 percent, by particle count, building brick, wood, plaster, hot mix asphalt, or similar materials. Sporadic pieces of steel reinforcement may be present provided they pass the maximum grading sieve size without hand manipulation.

**SPECIAL PROVISION
FOR
MAINTENANCE AGGREGATE, 21AA**

HRC

4/4/2022

The Contractor is solely responsible for degradation and segregation during shipment, placement, and compaction of the material.

Construction Methods

Construction shall conform to Section 302 of the Michigan Department of Transportation 2012 Standards Specifications for Construction. This work shall consist of installing Maintenance Aggregate, 21A, to the depth and elevation as directed by the Owner or Owner's field representation and includes all material, labor and equipment used in the preparation of the base, furnishing all material, grading and compacting the material to proper finished elevations, and protecting the subgrade, sub base, and finished product.

Provide a finished and compacted surface, smooth and uniform in appearance that is free of loose aggregates, holes, depressions, ruts, and ridges.

Placing and Compacting with Sodium Chloride will not be required or allowed.

The Owner reserves the right to perform in-place density control testing on permanent applications to verify at least 95 percent of the maximum unit weight as determined by the method in the MDOT Density Testing and Inspection Manual appropriate for the material.

The Owner reserves the right to sample the aggregates at the jobsite at any time prior to installation for gradation and other specification compliance testing. The sampling location for materials prior to installation shall be from an individual dump truck or a composite sample made up of several truck dumps as the 21AA aggregate is being delivered to a job site stockpile.

The Owner may sample and test the compacted in-place material for final acceptance. If segregation, contamination, or excessive degradation is observed, the Owner will provide written notification to the Contractor of the need for in-place testing and determine the limits of the area subject to in-place acceptance. Material placed or paved over after receipt of notification of the need for in-place testing may be deemed to be unauthorized work as specified by subsection 104.05 of the Standard Specifications for Construction.

Compacted in-place samples shall be taken from the project grade after placement, compaction, and final trimming. Mechanical methods may be used to assist in obtaining samples from the grade when the layer thickness is greater than 4 inches.

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FOR
MAINTENANCE AGGREGATE, 21AA**

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Measurement and Payment

Maintenance Aggregate will be paid for at the Contract unit price per Ton for the thickness required to provide a temporary or permanent compacted surface or base which includes all work indicated in this Special Provision and related Contract References.

Pay Item**Pay Unit**

Maintenance Aggregate, 21AATon

Payment for **Maintenance Aggregate, 21AA** shall include all labor, equipment, and materials required to complete the work described including, but not limited to, furnishing the crushed aggregate, placing spreading, shaping, compacting, trimming, protecting pavement adjacent to the installation, and all costs associated with corrective action including corrections necessary to rectify degradation, contamination, and segregation are included in the associated item of work.

The one-time removal of maintenance aggregate used in a temporary application shall be included in the unit price for "**Maintenance Aggregate, 21AA...Ton**"

Crushed concrete may be used if a reasonable credit is provided to the Owner. This credit must be approved prior to written authorization from the Owner.

When the Owner calls for in-place testing, only those costs associated with a failing test result shall be borne by the Contractor.

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FOR
ROLLED EROSION CONTROL PRODUCTS**

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Description

This work shall consist of providing all necessary materials, labor, and equipment required for installing Rolled Erosion Control Products (RECPs). RECPs are installed to provide temporary erosion protection until vegetation become established on critical slopes, vegetative channels, detention basins, streambanks, or shorelines. This includes securing the RECPs by stapling in to a trench at upstream and downstream ends, its base or toe, and the crest or top. Work includes, but is not limited to, the following major items:

- A. Final grading of stream banks or shorelines as shown on the drawings.
- B. Work shall be staged and timed to limit sedimentation impacts to the waterway and to have excavated banks exposed for the shortest time possible
- C. Install and maintain all temporary sedimentation controls as specified.
- D. Furnish all erosion control and planting materials
- E. Install all necessary seed and planting materials.
- F. Protection of all work until Provisional Acceptance. Maintenance until end of guarantee period.

Definitions

- A. Rolled erosion control product (RECP): A general term for any temporary degradable or long-term non-degradable material manufactured or fabricated into rolls designed to reduce soil erosion and assist in the growth, establishment, and protection of vegetation.
- B. Mulch-control netting (MCN): A planar woven natural fiber or extruded geosynthetic mesh used as a temporary degradable rolled erosion control product to restrain loose fiber mulches.
- C. Open weave textile (OWT). A temporary degradable rolled erosion control product composed of processed natural or polymer yarns woven into a matrix, used to provide erosion control and facilitate vegetation establishment.
- D. Netless rolled erosion control blanket: Consists of natural and/or polymer fibers mechanically interlocked and/or chemically adhered together to form an RECP.
- E. Erosion control blanket (ECB): A temporary degradable rolled erosion control product composed of processed natural or polymer fibers mechanically, structurally or chemically bound together to form a continuous matrix to provide erosion control and facilitate vegetation establishment.

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- F. Turf Reinforcement Mat (TRM):** A rolled erosion control product composed of non-degradable synthetic fibers, filaments, nets, wire mesh and/or other elements, processed into a permanent, three-dimensional matrix of sufficient thickness. TRMs, which may be supplemented with degradable components, are designed to impart immediate erosion protection, enhance vegetation establishment and provide long-term functionality by permanently reinforcing vegetation during and after maturation. Note: TRMs are typically used in hydraulic applications, such as high flow ditches and channels, steep slopes, stream banks, and shorelines, where erosive forces may exceed the limits of natural, unreinforced vegetation or in areas where limited vegetation establishment is anticipated. Composite turf reinforcement mats (TRMs) combine permanent, three-dimensional matting with natural fiber matrix material (coir or coir/straw mix)

Materials

Different classes of Rolled Erosion Control Products (RECPs) are described in this Section, but are not equivalent. The Contractor must use the specific RECPs listed on the Plans and approved by the Engineer. Products of a different class or that do not meet the specifications will not be allowed. Use a wider roll width if site conditions allow to reduce seams.

Temporary Erosion Control Blanket (ECB) Material Descriptions

A. Netless Rolled Erosion Control Blanket Description

The netless rolled erosion control blanket is composed primarily of a uniform layer of virgin wood fiber with degradable man-made fibers that are intertwined into a dimensionally stable composite matrix without a netting on the surface. The following products meet the specifications for netless RECB lines:

1. Futerra F4 Netless.
2. or approved equal.

Material Properties –

Mass/Unit Area	ASTM D6475	5 oz/yd ² (170 g/m ²)
Thickness	ASTM D6525	0.2 in (5.1 mm)
Tensile Strength	ASTM D6818	4.3 lb/ft (0.8 kN/m)

B. Single-Net Straw Erosion Control Blanket Description

The single-net straw blanket is composed of certified weed-free, agricultural straw that is evenly distributed and sewn to a single natural jute fiber netting with degradable thread on 1.5-2 inch centers. The netting shall consist of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine strands (Leno weave) to form a net opening size of approximate 1/2 x 1 inch mesh. Blankets with cross-lay weaves are not allowed. Photo-degradable polypropylene or other synthetic nettings are not allowed unless specifically indicated on

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the Project Plans or pre-approved by the Engineer. Products shall meet the specifications of ECTC and FHWA FP-03 Category Type 2.C. The following products meet the specifications for single-net straw ECB lines:

1. North American Green - S75BN (bionet).
2. Western Excelsior Corp. - Excel SR-1 All Natural.
3. East Coast Erosion Blankets - ECS-1B (biodegradable).
4. or approved equal.

Material Properties -

Mass/Unit Area	ASTM D6475	8 oz/yd ² (270 g/m ²)
Min. Tensile Strength	ASTM D4595	50 lb/ft
Min. Permissible Shear Stress	ASTM D6460	1.50 lb/ft ²

C. Double-Net Straw Erosion Control Blanket Description

The double-net straw blanket is composed of certified weed-free, agricultural straw that is evenly distributed and sewn to a natural jute fiber netting on the top and bottom sides with degradable thread on 1.5-2 inch centers. The top netting shall consist of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine strands (Leno weave) to form a net opening size of approximate ½ x 1 inch mesh. Blankets with cross-lay weaves on top are not allowed. Photo-degradable polypropylene or other synthetic nettings are not allowed unless specifically indicated on the Project Plans or pre-approved by the Engineer. Products shall meet the specifications of ECTC and FHWA FP-03 Category Type 2.D. The following products meet the specifications for double-net straw ECB lines:

1. North American Green - S150BN (bionet).
2. Western Excelsior Corp. - Excel SS-2 All Natural.
3. East Coast Erosion Blankets - ECS-2B (biodegradable).
4. or approved equal.

Material Properties -

Mass/Unit Area	ASTM D6475	8.29 oz/yd ² (315 g/m ²)
Min. Tensile Strength	ASTM D4595	75 lb/ft
Min. Permissible Shear Stress	ASTM D6460	1.75 lb/ft ²

D. Straw/Coir Fiber Erosion Control Blanket Description

The straw/coir fiber blankets shall be a machine-produced mat with a 70% agricultural straw and 30% coconut fiber blend matrix. The biodegradable blanket shall be of consistent thickness with the straw and coconut fiber evenly distributed over the entire area of the mat and sewn to a natural jute fiber netting on the top and bottom sides with degradable thread on 1.5-2 inch centers. The top netting shall consist of machine directional strands formed from two intertwined yarns with cross directional strands

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interwoven through the twisted machine strands (Leno weave) to form a net opening size of approximate $\frac{1}{2}$ x 1 inch mesh. Products shall meet the specifications of ECTC and FHWA FP-03 Category Type 3.B.

The following products meet the specifications for (double-net) straw/coir ECB lines:

1. North American Green - SC150BN (blonet).
2. Western Excelsior Corp. - Excel CS-3 All Natural.
3. East Coast Erosion Blankets - ECSC-2B (biodegradable).
4. or approved equal.

Material Properties -

Mass/Unit Area	ASTM D6475	9.66 oz/yd ² (328 g/m ²)
Min. Tensile Strength	ASTM D4595	100 lb/ft
Min. Permissible Shear Stress	ASTM D6460	2.0 lb/ft ²

Material Composition -

<u>Material</u>	<u>Content</u>
Matrix	70% straw fiber (0.35 lb/yd ²) (0.19kg/m ² +) 30% coconut fiber (0.15 lb/yd ²) (0.08 kg/m ²)
Biodegradable Netting	Both - biodegradable jute fiber approx. 9.3 lb/1000 ft ²

E. Coir Fiber Erosion Control Blanket Description

The coir fiber blanket shall be a 100% organic coir (coconut) fiber blanket woven between two natural fiber nettings into a continuous matrix for temporary erosion protection. The blankets shall be of consistent thickness with the coconut fiber evenly distributed over the entire area of the mat and a minimum mass per unit area of 0.50 lb/yd². The blanket shall be sewn to a natural jute fiber netting on the top and bottom sides with degradable thread on 1.5-2 inch centers. The top netting shall consist of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine strands (Leno weave) to form a net opening size of approximate $\frac{1}{4}$ x 1 inch mesh. Blankets with cross-lay weaves on top are not allowed. Photo-degradable polypropylene or other synthetic nettings are not allowed unless specifically indicated on the Project Plans or pre-approved by the Engineer. Products shall meet the specifications of ECTC and FHWA FP-03 Category Type 4. The following products meet the specifications for coir fiber ECB lines:

1. North American Green - C125BN.
2. Western Excelsior Corp. - Excel CC-4 All Natural.
3. East Coast Erosion Blankets - ECC-2B (biodegradable).
4. or approved equal.

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Material Properties –

Mass/Unit Area	ASTM D6475	8.83 oz/yd ² (300 g/m ²)
Min. Tensile Strength	ASTM D4595	125 lb/ft
Min. Permissible Shear Stress	ASTM D6460	2.25 lb/ft ²

Where non-biodegradable coir fiber erosion control blankets are specified, they shall consist of the same coir matrix but the netting shall be heavyweight, UV stabilized, black polypropylene on both sides with an approximate weight of 3 lb/1,000 ft² (14.6 kg/100 m²) such as NAG C125 or approved equal.

F. Coir Fiber Netting Description

The coir fiber netting shall be a 100% natural twisted bristle coir (coconut) fiber twine woven into an open weave textile for shear protection. The following products meet the specifications for coir fiber netting lines:

1. Belton Industries Inc. - DeKoWe 700.
2. RoLanka International Inc. - BioD-Mat 70.
3. BonTerra America - GF7.
4. or approved equal.

Material Properties –

Mass/Unit Area	ASTM D3776	20 oz/yd ² (700 g/m ²)
Min. Tensile Strength	ASTM D4595	125 lb/ft
Min. Permissible Shear Stress		4 lb/ft ²
Max. Open Area	50%	

G. Composite Turf Reinforcement Mat (C-TRM) Description

The composite turf reinforcement mat (C-TRM) shall be a machine produced mat of 100% coconut fiber matrix incorporated into a permanent three dimensional, polypropylene netting structure with prominent closely spaced ridges across the entire width of the mat. Soil-filled TRMs will not be allowed. The matrix shall be stitch bonded between two heavy duty, UV stabilized nettings with 0.50 x 0.50 inch openings. The three nettings shall be stitched together on 1.50 inch (3.81 cm) centers with UV stabilized polypropylene thread to form a permanent three dimensional structure. C-TRM Products shall meet the specifications of ECTC and FHWA FP-03 Category Type 5.C, in addition to having a minimum typical thickness of 0.6 inches (ASTM D6525) such as North American Green C350, or approved pre-approved equal.

H. Fasteners

Fasteners for rolled erosion control products are critical to maintaining protection for the life of the RECP. There are three types of acceptable fasteners depending on the soils, slopes, shear stress, and functional life of the RECP. Fasteners may be installed by

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hand or with a mechanical driver. The following are acceptable fastener materials unless otherwise specified on the Project Plans.

1. Use 6" Wire Pins – shall be 11 gauge wire, 6" long staples, Round Top Pins, or approved equal.
2. Use 8" Wire Pins – shall be 11 gauge wire, 8" long staples, Round Top Pins, or approved equal.
3. Biodegradable Stakes -- Rigid biodegradable stakes may be specified for temporary protection with biodegradable blankets in areas that will be mowed. Approved fasteners include Round Top BioPin, BioSTAKES as manufactured by North American Green, or approved equal.
4. Additional fasteners such as rebar, metal pins with washers, or duckbill anchors may be required for specialized stabilization or soil bioengineering practices as specified on the Plans.

Execution

Erosion Control Blanket Installation Procedures

The critical points are overlaps and seams, the projected water line, and the bottom of the channel. Installation rates and staple densities shall be per the manufacturer's instructions or as follows unless otherwise indicated on the Project Plans.

- A. Achieve final grade and removal all stones, roots, and foreign material as described in the Section 2930 before installing RECPs indicated on the Project Plans.
- B. Begin at the top of the slope by anchoring the blanket in a 6" deep x 6" wide trench parallel to flow (along the contour). Backfill and compact the trench after installing fasteners (Figs. 1A & 1B).
- C. Blankets on side slopes must be placed end over end (shingle style) with a 6" overlap with the blanket on the upper part of the slope overlapping the lower blanket and/or the upstream blanket overlapping the downstream blanket.
- D. In channel applications, a staple check slot is recommended at midway or 30' to 40' intervals (Fig. 1D) and the center of the blankets shall be secured using a minimum of staple pattern 'D' (Fig. 3).
- E. The terminal end of the blankets at the base of the slope, shoreline, or streambank must be anchored in a 6" deep x 6" wide trench after installing staples 12" apart. Along streambanks, backfill and compact the lower edge of blankets in the trench per the Toe Protection Detail.

Composite Turf Reinforcement Mat Installation Procedures

A 6.5 ft. wide row of TRM shall be installed parallel to flow (see detail). Biodegradable Erosion Control Blanket may be required above the C-TRM on disturbed areas. The critical points are overlaps and seams, the average water line, and the bottom of the channel. Install similar to Section 3.01 except use 8' long, 11 gauge wire staples installed with staple pattern 'E' (Fig. 4). If using the NAG DOT system, secure C-TRM by placing staple through white dots.

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Fig. 1A

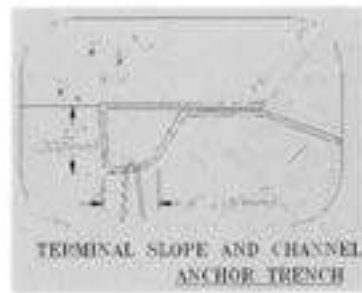


Fig. 1B



Fig. 1C



Fig. 1D

STAPLE PATTERN "C"

1.75 staples/yd² (2.1 staples/m²) using 6 in (15.2 cm), 11 ga. wire "U" staples. 8 in (20.3 cm) staples and longer may be used for loose soils. 9 ga. staples or heavier may be necessary in hard or rocky soils.

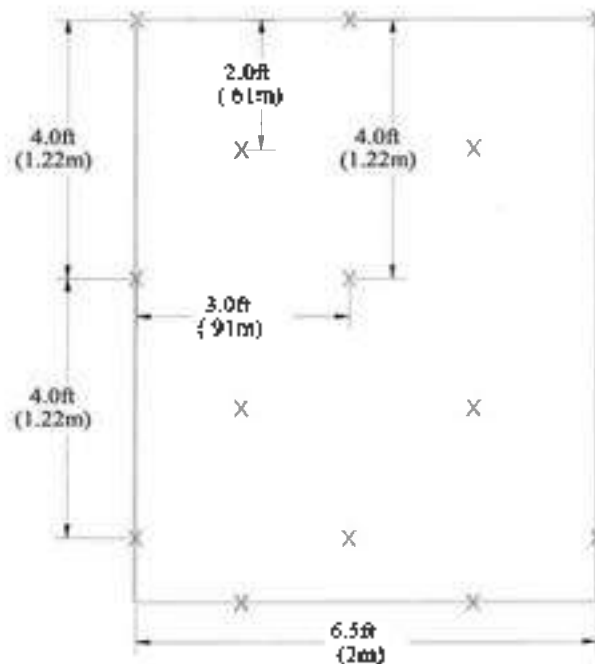


Fig. 2 Low/Moderate Kinetic Energy Erosion Control Blanket Installation

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STAPLE PATTERN "D"

3.5 staples/yd² (4.2 staples/m²) using 6 in (15.2 cm), 11 ga. wire "U" staples. 8 in (20.3 cm) staples and longer may be used for loose soils. 9 ga. staples or heavier may be necessary in hard or rocky soils.

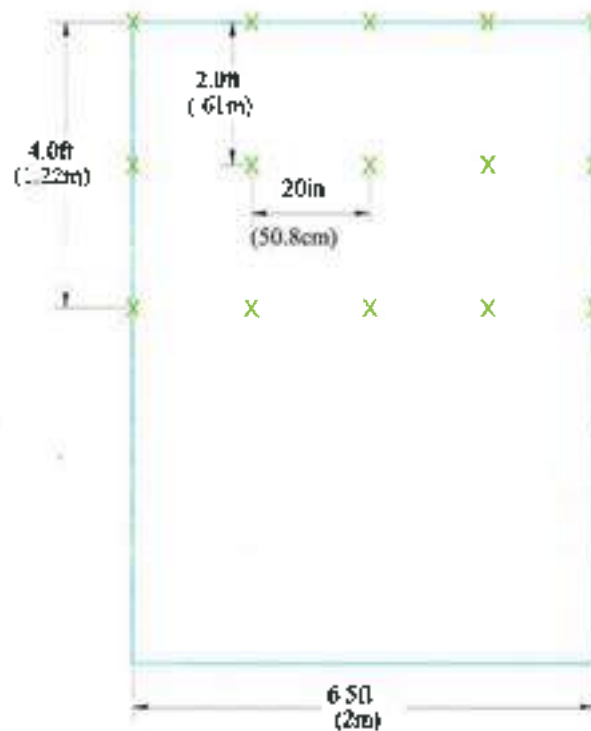


Fig. 3 High Kinetic Energy Erosion Control Blanket Installation

STAPLE PATTERN "E"

3.8 staples/yd² (4.5 staples/m²) using 6 in (15.2 cm), 11 ga. wire "U" staples. 8 in (20.3 cm) staples and longer may be used for loose soils. 9 ga. staples or heavier may be necessary in hard or rocky soils.

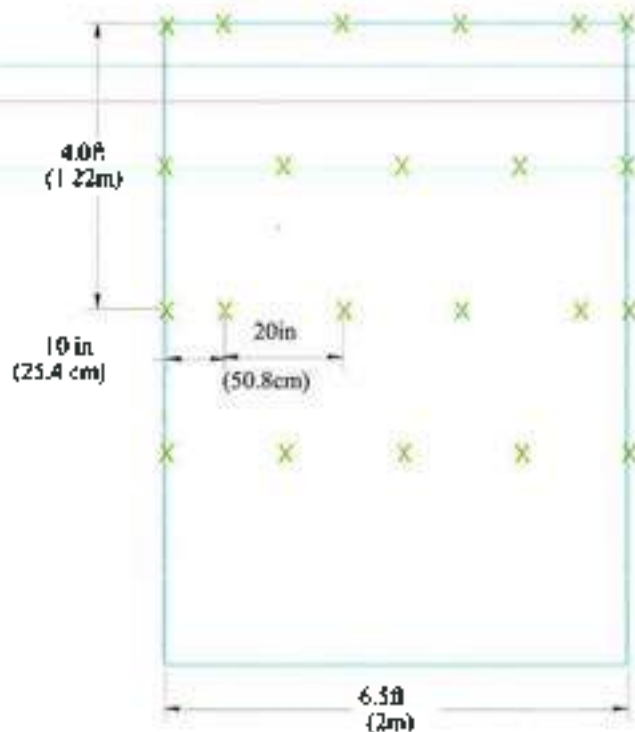


Fig. 4 Very High/Severe Kinetic Energy Erosion Control Blanket Installation

**SPECIAL PROVISION
FOR
SITE RESTORATION**

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Description

This work shall include final restoration of areas disturbed areas to match existing conditions, due to service line replacement work and subsequent paving, backfill and restoration preparation. Materials and construction methods as specified in this Special Provision shall supersede any conflicting technical specifications provided in the contract documents.

Materials

Materials specified in the standard specifications for the Owner's water system in which the Work resides shall supersede the following general materials.

Topsoli surface shall meet the requirements of Section 02958.

Seed shall meet the requirements of Seeding Mixture, THM as specified in General Roadside Seed Mix Selection Guide of the 2012 Michigan Department of Transportation Standard Specifications for Construction.

Mulch Blanket shall meet the requirements of Single-Net Straw Erosion Control Blanket as specified in the Special Provision for Rolled Erosion Control Products

Sod shall meet the requirements of Section 02934.

Fertilizers shall comply with the requirements of Section 02929 for seeded lawns and Section 02934 for sodded lawns.

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SITE RESTORATION**

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Construction Methods

Remove existing plantings and landscape materials within the zone of influence of construction or that which cannot be reasonably protected during construction and store in such a manner that the removed items can be successfully replanted or replaced without damage.

Items shall be stored in areas near the construction site so that they can be monitored by the Owner's field representative. Document condition and layout of existing plantings and landscape materials prior to removal.

It is the Contractor's responsibility to protect and maintain all plantings and landscaping materials removed, while they are being stored and throughout the duration of construction. All plantings and landscape materials that perish or are damaged during the duration of the construction, due to the Contractor's inability to protect and maintain the items, shall be replaced in kind and in accordance with Section 02958.

Final site restoration shall not commence until all underground construction activities have been completed but no longer than 14 days after rough grade has been established unless otherwise approved by the Project Engineer.

Contractor shall acknowledge that their operations may take place on and near newly paved surfaces and shall accommodate these conditions by use of proper equipment and machinery so as to not damage finished products. Contractor shall be responsible for any damages to finished products.

Review the scope and limits of the restoration work with the Owner's field representative.

Furnish and install topsoil in areas prepared for restoration to a minimum depth to meet required lines, grades, and elevations after light rolling and natural settlement.

- Place approximately 1/2 of total amount of topsoil required.
- Add specified soil amendments (if needed), mix thoroughly into upper 4" of subsoil, and then place remainder of topsoil.
- Refer to Section 02958 for further preparation activities

Limit topsoil installation and preparation to areas which will be planted promptly thereafter.

Complete seed and mulch blanket within two (2) days of topsoil placement.

Seed areas as discussed during the review of the scope and limits of the restoration, in accordance with Section 02929.

Install Mulch Blanket atop seeded areas in accordance with requirements specified in the Special Provision for Rolled Erosion Control Products

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If an area washes out after mulch blanket and acceptance and is the result of a rain event, the contractor will be required to make corrections to prevent future washouts and replace the topsoil, fertilizer, seed and mulch blanket. This replacement will not be paid for as extra work.

Sod areas as discussed during the review of the scope and limits of the restoration, in accordance with Section 02934.

Seasonal limitations in accordance with Section 816 of the 2012 MDOT Standard Specifications for Construction will apply.

Replace existing plantings and landscape materials removed prior to construction. Coordinate with property owner if possible prior to planting and replacement and receive sign-off that the items have been replaced and arranged appropriately.

Provide four (4) inches of mulch in areas where existing plantings or landscaping needed to be replaced. Mulch shall be thoroughly soaked after installation.

Maintenance, Inspection and Final Acceptance

The contractor will be required to water in accordance with section 816.03 daily at a rate of 3.5 gallons/square yard by natural or manual means to keep the surface moist for six (6) weeks after the seed or sod is placed.

Six (6) weeks after the initial seeding, the contractor will fill any areas that may have settled with topsoil and reseed and mulch or BFM areas without dense growth as directed by the engineer.

- The Owner will assume the restoration after the initial six (6) weeks after placement schedule and will continue to water the areas and repair any issues related to no growth or thin growth after the contractor reseeds and mulches.
- The contractor will be released from any further efforts to restore the lawn areas.

If the contractor has not watered for six (6) weeks prior to November 1, the contractor will be required to continue to water beginning April 15 until a total of six (6) weeks has been completed as the areas restored will be considered dormant seeding after November 1.

The Contractor shall water and provide one (1) cutting of the lawn to 3" inches in height prior to reseeding after the initial six (6) week period of contractor's responsibility.

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Inspection and final acceptance in accordance with Section 02970 is required prior to application for final payment.

Maintain sodded areas in accordance with Section 02970.

Inspection and final acceptance is required prior to application for final payment.

Measurement and Payment

The completed work as detailed above shall be recognized as "**Site Restoration**" and will be paid for at the contract unit prices for the following contract items (pay items), which includes all work indicated in this Special Provision.

Pay Item	Pay Unit
Turf Grass Repair - Rough and finish grade, apply 3" topsoil and sod.....	Syd
Turf Grass Repair - Rough and finish grade, apply 3" topsoil, seed and mulch blanket.....	Syd

The pay items recognized under "**Site Restoration**" will be measured by area in square yards, based on actual area of material installed. Sod or Mulch Blanket may be used.

Seed will be measured by collection of vendor's certification tickets for weight of seed used and confirmed by measuring actual area seeded to determine application rate. Quantity of seed installed beyond the specified application rate will not be paid.

Payment of "**Site Restoration**" shall be payment in full for all costs associated with the restoration elements specified including furnishing all materials, installing and preparing topsoil to the tolerances indicated, installing seed or mulch blanket to the rate, workmanship, and limits indicated, and maintaining restoration items in accordance with Section 02970.

Payment for these items will be at the following rate:

- 1) Contractor to receive 50% payment of any of these items when they are placed
- 2) Contractor will receive remaining 50% when all the provisions detailed herein are completed

When "**Site Restoration**" work is completed, including the six (6) week maintenance period, Engineer will, upon request, make a final inspection prior to transferring the responsibility to the Owner for assuming these areas for completion and watering.

SPECIAL PROVISION FOR SITE RESTORATION

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Where inspected "**Site Restoration**" work during the initial six (6) weeks after placement does not comply with requirements, the contractor shall replace rejected work and continue specified six (6) week maintenance until reinspected by Engineer and found acceptable which shall not exceed the six (6) week time frame after placement.

The following items will not be measured and paid for separately, but shall be included in the respective bid items under "**Site Restoration**".

Topsoil Surface, Furn, 3 inch, Special

Fertilizer, Chemical Nutrient, CL A

Seeding, Mixture THM
Mulch Blanket, Special
Soil Amendments

Water Sodding/Seeding
Weed Control

Payment for **Site Restoration** shall be payment in full for all costs associated with these specific restoration elements including furnishing all materials, installing and preparing topsoil to the tolerances indicated, installing sod to the workmanship and limits agreed to, maintaining restoration items in accordance with Section 02970 and property owner sign off.

SPECIAL PROVISION FOR WATER SERVICE LINE MATERIAL VERIFICATION

HRC

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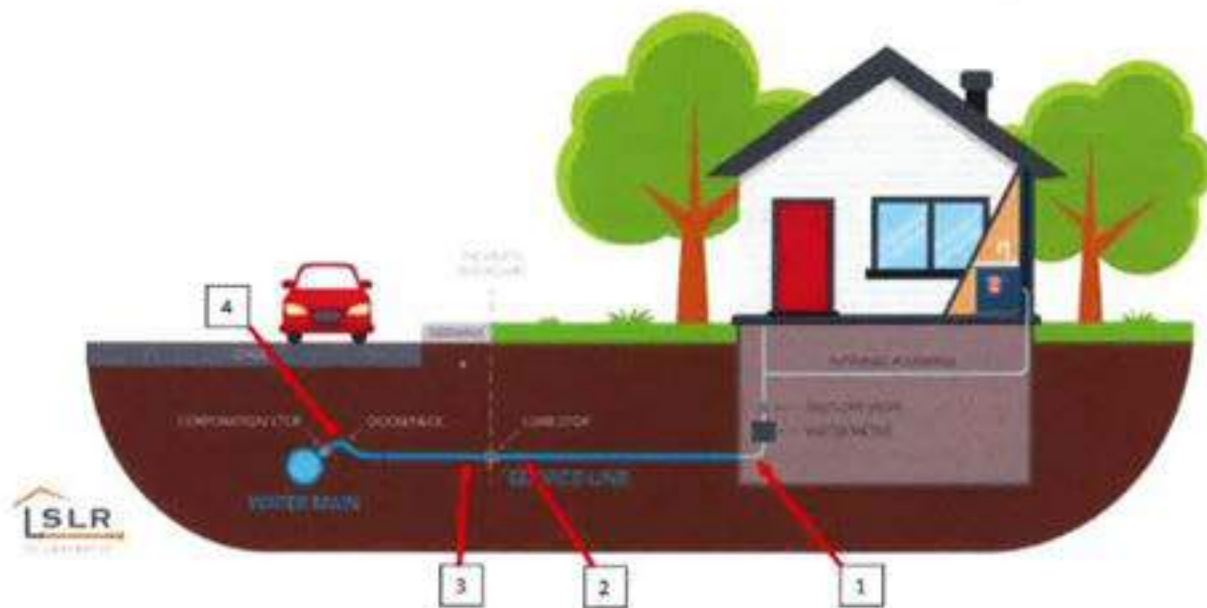
3/2/2022

Description

The Michigan Department of Environment, Great Lakes and Energy (EGLE) has recently provided documentation entitled "Minimum Service Line Material Verification Requirements" which sets forth parameters by which water supplies will need to define their water service line (WSL) materials and the process for quantifying and identifying a "randomly selected sample" of WSLs that, at a minimum, will require physical verification. EGLE guidance has identified four (4) locations along the water service line which need to be physically verified in order for a service line to be considered "known". These four (4) points are as follows;

- Point 1** – The interior portion of the service line up to the first shutoff valve or 18 inches inside the building, whichever is shorter;
- Point 2** – a minimum of 18-inches away from the curb stop on the "Private" side of the service line,
- Point 3** – a minimum of 18-inches away from the curb stop on the "Public" side of the service line, and
- Point 4** – at the connection of the service line to the water main (i.e. gooseneck/pigtail)

The Work consists of providing all labor, equipment and materials necessary to verify the existing material of water service lines at **Point 2** and **Point 3** as shown in the detail below.



Unless otherwise indicated, the Owner is responsible for collecting WSL information at Point 1. Once this information is collected, street addresses for WSL verification at Point 2 and Point 3 will be provided by the Owner. Street addresses will be provided in groups of no less than 30. The contractor is responsible for notifying Miss Dig of the intent to excavate. The Owner will flag/mark the curb box locations to the best of their ability.

**SPECIAL PROVISION
FOR
WATER SERVICE LINE MATERIAL VERIFICATION**

HRC

3/2/2022

Materials

Final backfill materials for excavations shall meet the requirements of Section 02315.

Concrete required for sidewalk, driveway and roadway replacement shall be MDOT P1 with a minimum compressive strength of 3,500 psi

Site restoration materials shall meet the minimum requirements of the Special Provision for Site Restoration unless the conditions for private property access require materials that are more stringent.

Construction Methods

Evaluate the project area to determine if the physical verification of Point 2 and Point 3 can be completed within one (1) excavation at the curb stop without causing undue disruption to adjacent pavement or trees/plantings.

- If not possible, consult with the Owner or Owner's representative for authorization to utilize two (2) separate excavations to complete the physical verification of Point 2 and Point 3.
- Upon authorization, review locations for each excavation with the Owner or Owner's representative for agreement.

Excavate to expose the existing water service line.

- Salvage turf grass and topsoil.
- Utilize hydroexcavation, potholing or air-knifing technologies to limit the size of the disruption wherever possible.
- When excavating at the curb stop;
 - Support and protect the curb box during the excavation.
 - Expose the existing water service line a minimum of 18 inches away from the curb stop.
 - If lead or galvanized service line piping is discovered at the curb stop, excavation may cease and exposing the full 18 inches of service line on each side is not necessary
- Haul away and dispose of unsuitable excavated materials

Document the existing water service line material at Point 2 and Point 3.

- Complete a service line verification form for each service line material investigated.
- Log the service line information into GIS collector application, if available.
- Provide photo documentation of existing service line.

SPECIAL PROVISION FOR WATER SERVICE LINE MATERIAL VERIFICATION

HRC

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When excavating at the curb stop:

- Evaluate the condition of the curb stop and curb box and make recommendation for replacement.
 - Owner or Owner's representative will have the authority to approve replacing deteriorated components.
- Bed the curb stop and bottom of the curb box in 3/4 inch crushed stone.

Backfill and compact the excavation in accordance with Section 02315.

- Plumb the curb box as backfill progresses, if applicable.

Restore the disturbed areas in accordance with the Special Provision for Site Restoration

General:

Maintaining traffic is incidental and shall consist of signage, barrels, cones and all other means of traffic control and site safety measures in accordance with the latest edition of the MMLTCD to assure the safety of the traveling public while also maintaining access to all local residents. Maintaining traffic along typical residential streets and low volume commercial or industrial avenues should be considered included with the project. Should the authority having jurisdiction (AHJ) deem that more coordinated traffic control is needed, the AHJ will either perform the traffic control themselves or negotiate a cost proposal from the Contractor based on the scope, terms and traffic control plan needed.

Frequently, water service lines and sewer service lines were installed in the same trench, as such, sewer cleanouts may be impacted by the service line verification. The Contractor shall use caution when excavating in the vicinity of a known cleanout; however, if the cleanout was unknown, buried or in poor condition and needs to be replaced or raised to the surface, an as-needed bid item has been added to the contract for this Work.

Backfill and compact all exterior excavations in accordance with Section 02315

- Non-paved areas outside the Owner's right-of-way and not within the influence of the road are to be backfilled and compacted to grade with suitable excavated material.
 - Mounding of the grade to anticipate settlement is prohibited.
- Areas within the Owner's right-of-way are to be backfilled and compacted with Class II sand.
 - Within paved areas the sand backfill shall stop at the bottom of the proposed pavement section
 - Within non-paved areas, the sand backfill shall stop one (1) below the surface and suitable excavated material and topsoil shall make up the remaining backfill.

Prepare temporary sidewalks and driveways with maintenance aggregate as directed by the Owner

Install backfill immediately following verification of service line materials and any replacement of deteriorated service line components. In no circumstance shall an excavation remain open overnight.

SPECIAL PROVISION

FOR
WATER SERVICE LINE MATERIAL VERIFICATION

HRC

3/2/2022

Measurement and Payment**Pay Item****Pay Unit**

Service Line Material Verification, Curb Stop.....	Ea
Additional Service Line Material Verification, Curb Stop (As Needed)	Ea
Sewer Cleanout, Repair (As Needed).....	Ea

Service Line Material Verification, Curb Stop includes all equipment, materials, and labor needed to expose the existing water service line at the curb stop, document the material of the water service line on each side of the curb stop and backfill and compact the excavation.

Additional Service Line Material Verification, Curb Stop includes all equipment, materials, and labor needed to expose the existing water service line, document the material of the water service line and backfill and compact the excavation. The intent of this pay item is to avoid undue disturbance to the project area by permitting, and compensating the contractor for, a second excavation of the water service line to allow the physical verification to take place outside of the immediate vicinity of the curb stop. This pay item shall only be used at the discretion of and only after approval by the Owner or Owner's field representative.

Sewer Cleanout, Repair includes all equipment, materials, and labor needed to repair damage done to an existing sewer service cleanout and raise the grade to the surface.

The following items will not be measured and paid for separately, but shall be included in the unit price bid for each of the above items;

Mobilization
Maintaining Traffic
Soil Erosion and Sedimentation Control
Hauling and Disposal of Excavated Materials
Stone Bedding
Class II Backfill

Surface restoration items will be paid for separately, refer to the Proposal and Section 01220 "Bid Item Description" and the Special Provision for Site Restoration for further details and requirements.

APPENDIX A

WRC WATER MAIN STANDARD DETAILS

1. The first step in the process of the investigation is the identification of the problem. This is done by the investigator who is assigned to the case. The investigator will then gather information about the problem and the individuals involved. This information will be used to determine the scope of the investigation and the resources needed.

2. The second step is the collection of evidence. This is done by the investigator who will gather all the information that is relevant to the case. This includes interviews with the individuals involved, review of documents, and any other information that is available. The evidence will be used to determine the facts of the case and to identify the individuals who are responsible for the problem.

3. The third step is the analysis of the evidence. This is done by the investigator who will review all the evidence that has been collected and determine the facts of the case. This will include identifying the individuals who are responsible for the problem and the actions that led to the problem. The analysis will also determine the scope of the investigation and the resources needed.

4. The fourth step is the preparation of a report. This is done by the investigator who will write a report that details the findings of the investigation. The report will include the facts of the case, the evidence that was collected, and the analysis of the evidence. The report will also include recommendations for the future and any other information that is relevant to the case.

5. The fifth step is the presentation of the report. This is done by the investigator who will present the report to the appropriate authorities. This will include the individuals who are responsible for the problem and the individuals who are involved in the investigation. The presentation will also include any other information that is relevant to the case.

6. The sixth step is the implementation of the recommendations. This is done by the individuals who are responsible for the problem and the individuals who are involved in the investigation. This will include the implementation of the recommendations that were made in the report and any other actions that are needed to resolve the problem.

7. The seventh step is the evaluation of the results. This is done by the investigator who will review the results of the investigation and determine if the problem has been resolved. This will include the implementation of the recommendations and any other actions that were taken. The evaluation will also determine if the resources were used effectively and if the investigation was completed in a timely manner.

8. The eighth step is the documentation of the results. This is done by the investigator who will write a final report that details the results of the investigation. This will include the facts of the case, the evidence that was collected, the analysis of the evidence, and the implementation of the recommendations. The final report will also include any other information that is relevant to the case.

9. The ninth step is the dissemination of the results. This is done by the investigator who will share the results of the investigation with the appropriate authorities. This will include the individuals who are responsible for the problem and the individuals who are involved in the investigation. The dissemination will also include any other information that is relevant to the case.

10. The tenth step is the conclusion of the investigation. This is done by the investigator who will determine if the investigation has been completed and if the problem has been resolved. This will include the implementation of the recommendations and any other actions that were taken. The conclusion will also determine if the resources were used effectively and if the investigation was completed in a timely manner.

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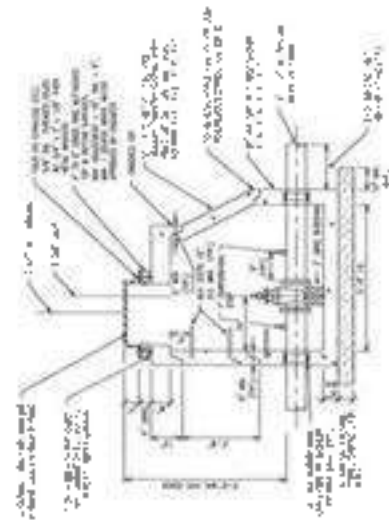
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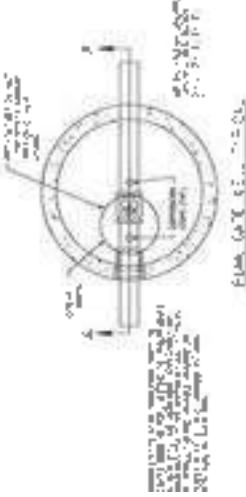
- the 1990s, the number of people who have been infected with HIV has increased significantly. In 1990, there were about 1 million people living with HIV in the United States. By 2000, that number had risen to about 4 million. And in 2010, it was estimated that there were over 12 million people living with HIV in the United States. This increase in the number of people living with HIV is due to a number of factors, including the fact that HIV is now a chronic condition that can be managed with medication, and the fact that there are now more people who are aware of the risks of HIV and are taking steps to protect themselves.

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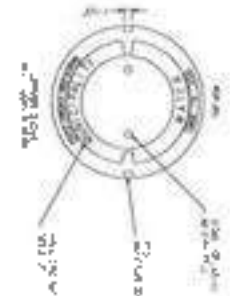
Gate Valve Details



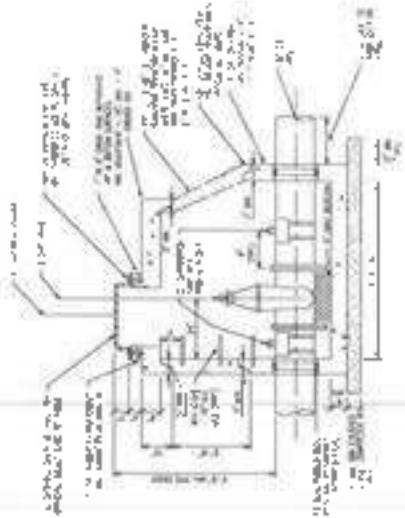
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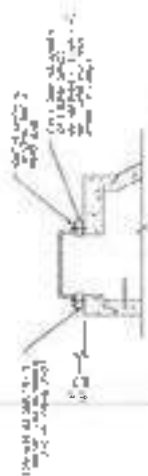
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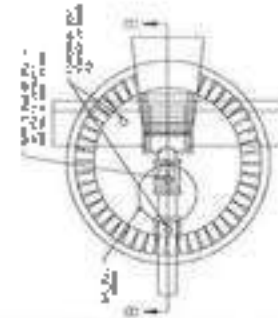
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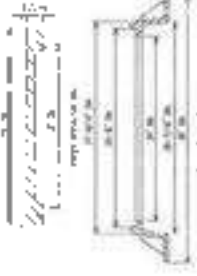
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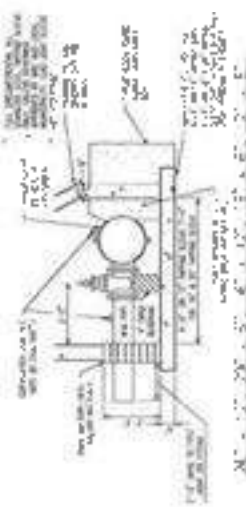
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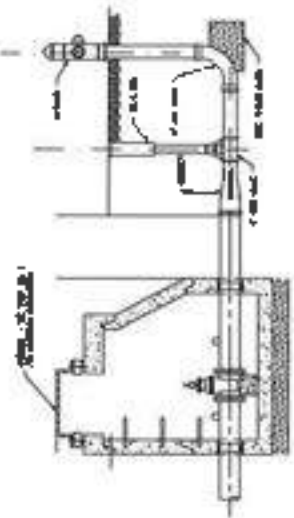


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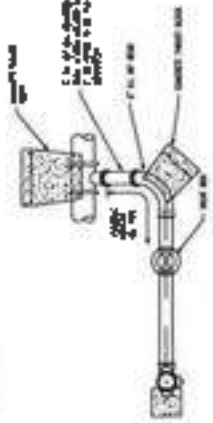
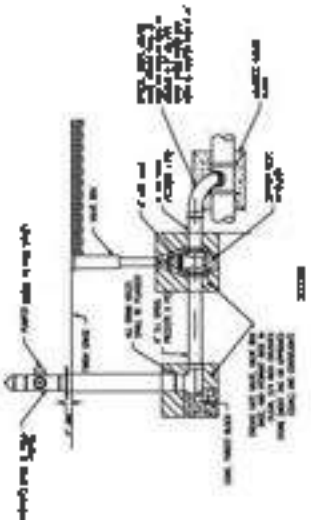
Notes:
1. All dimensions are in millimeters.
2. All materials are to be of good quality.
3. All parts are to be finished to the required standards.

WATER MAIN STANDARD DETAILS

WRC

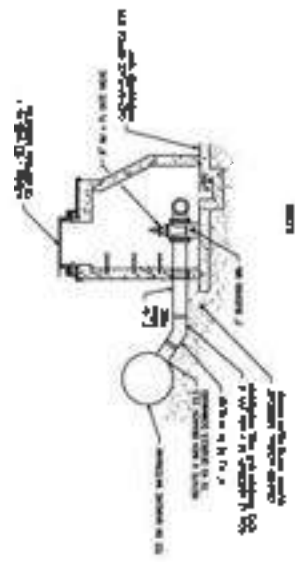


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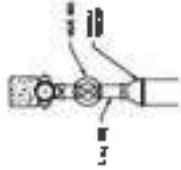


GATE END CONNECTION

1. The gate end connection is a critical part of the gate structure and must be designed to withstand the full design load.
2. The gate end connection must be designed to withstand the full design load.
3. The gate end connection must be designed to withstand the full design load.
4. The gate end connection must be designed to withstand the full design load.
5. The gate end connection must be designed to withstand the full design load.



GATE END CONNECTION

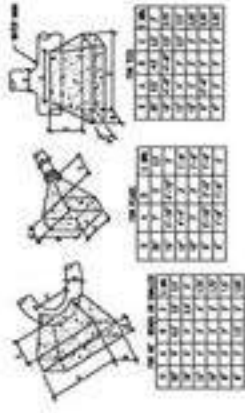


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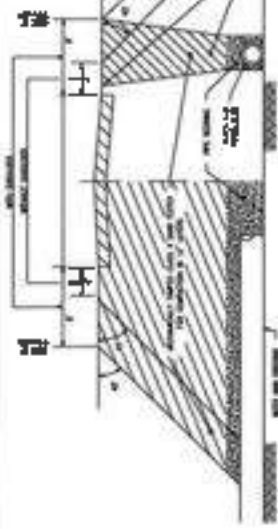


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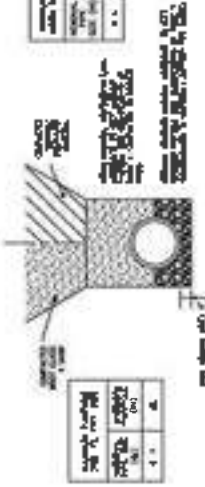
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GATE END CONNECTION



GATE END CONNECTION



GATE END CONNECTION

1. The gate end connection is a critical part of the gate structure and must be designed to withstand the full design load.
2. The gate end connection must be designed to withstand the full design load.
3. The gate end connection must be designed to withstand the full design load.
4. The gate end connection must be designed to withstand the full design load.
5. The gate end connection must be designed to withstand the full design load.

WATER MAIN STANDARD DETAILS

DATE	4/28/77	TIME	10:00
BY	WRC	TO	WRC
FROM	WRC	TO	WRC
DATE	4/28/77	TIME	10:00
BY	WRC	TO	WRC
FROM	WRC	TO	WRC



- התאחדות המורים והתלמידים, ובהם נכללו גם המורים והתלמידים שהתאחדו באותה העת. ההתאחדות הוקמה על ידי המורים והתלמידים, והיא הייתה אחראית על כלל המימון של המוסד. ההתאחדות הוקמה על ידי המורים והתלמידים, והיא הייתה אחראית על כלל המימון של המוסד.

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- [illegible]

APPENDIX B

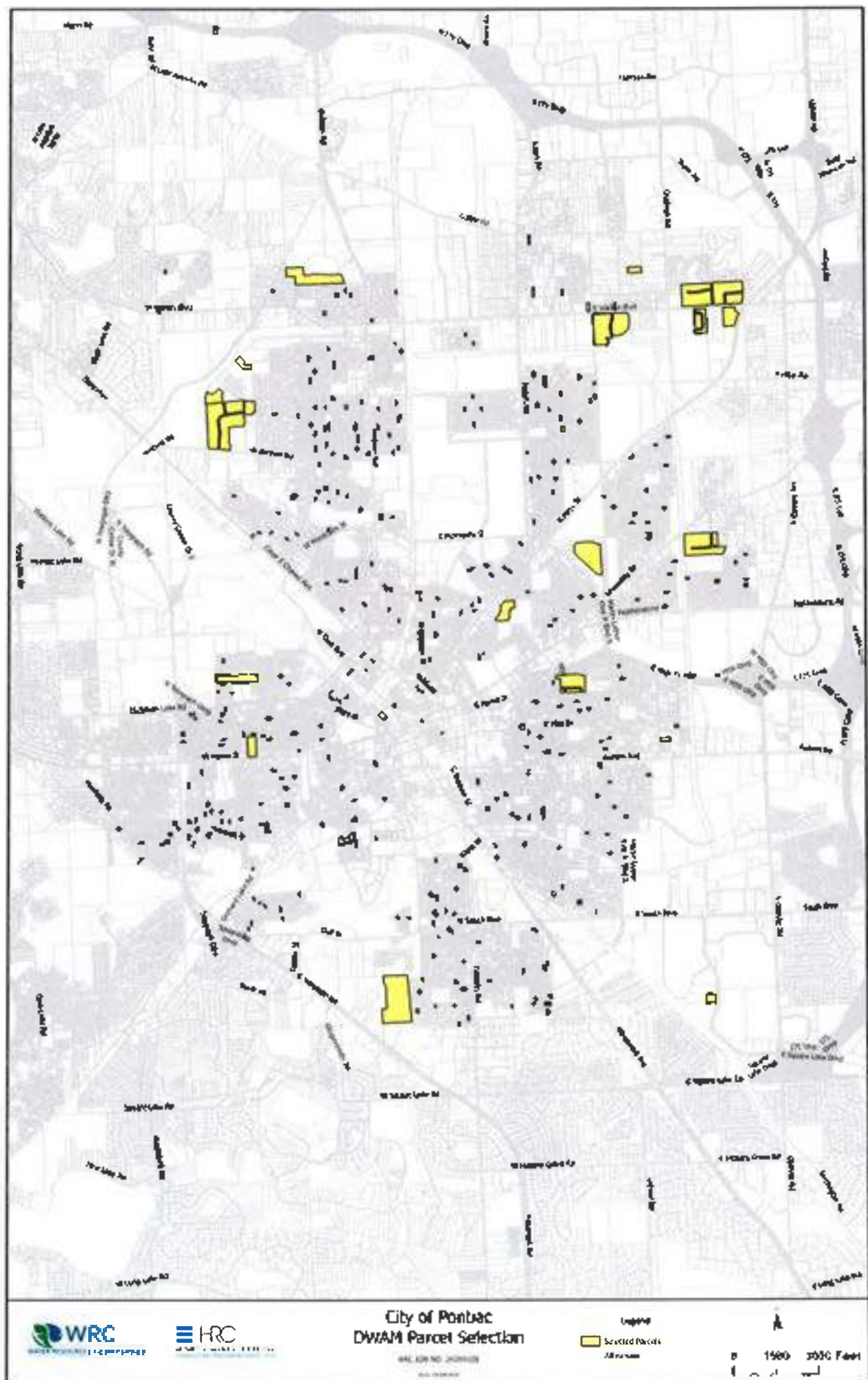
SERVIVCE LINE MATERIALS VERIFICATION ADDRESS LIST

Billing Account Number	Site Address	LeadType
18882	20862 Reimanville	Domestic Residential
19562	10811 Northend Ave	Domestic Non Residential
19155	10666 North Oak Dr	Domestic Residential
19127	10440 North Oak Dr	Domestic Residential
19158	10719 North Oak Dr	Domestic Residential
19154	10665 North Oak Dr	Domestic Residential
19144	10605 North Oak Dr	Domestic Residential
19142	10563 North Oak Dr	Domestic Residential
19104	10666 Cloverdale	Domestic Residential
19098	10564 Cloverdale	Domestic Residential
19093	10504 Cloverdale	Domestic Residential
19491	10565 Cloverdale	Domestic Residential
19479	10437 Cloverdale	Domestic Residential
19510	10674 Fitzgerald	Domestic Residential
19504	21238 Evers N	Domestic Residential
19497	21014 Evers S	Domestic Residential
19517	21050 Hart	Domestic Residential
19502	21218 Evers N	Domestic Residential
19523	21203 Hart N	Domestic Residential
19487	10521 Cloverdale	Domestic Residential
19536	21005 Mendota	Domestic Residential
19108	10305 North Oak Dr	Domestic Residential
19119	10371 North Oak Dr	Domestic Residential
19111	10319 North Oak Dr	Domestic Residential
19081	10320 Cloverdale	Domestic Residential
19185	21337 Majestic	Domestic Residential
19190	21360 Majestic	Domestic Residential
19188	21348 Majestic	Domestic Residential
19205	21329 Ithaca	Domestic Residential
19201	21307 Ithaca	Domestic Residential
19186	21340 Majestic	Domestic Residential
19216	21412 Ithaca	Domestic Residential
19215	21392 Ithaca	Domestic Residential
19202	21314 Ithaca	Domestic Residential
19259	21321 Wyoming Ave	Domestic Residential
19265	21363 Wyoming Ave	Domestic Residential
19267	21373 Wyoming Ave	Domestic Residential
19261	21343 Wyoming Ave	Domestic Residential
19585	10007 Northend	Domestic Non Residential
19218	8911 Cloverdale	Domestic Non Residential
19175	20841 Mendota	Domestic Residential
19169	20785 Mendota	Domestic Residential
19553	10500 W 8 Mile Rd	N/A
19021	10147 Pasadena	Domestic Residential
19028	10161 Pasadena	Domestic Residential

Billing Account Number	Site Address	LeadType
19008	10121 Pasadena	Domestic Residential
19007	10119 Pasadena	Domestic Residential
19048	10201 Pasadena	Domestic Residential
19022	10149 Pasadena	Domestic Residential
19013	10131 Pasadena	Domestic Residential
19029	10163 Pasadena	Domestic Residential
19031	10167 Pasadena	Domestic Residential
19547	10336 Eight Mile Rd W	Domestic Non Residential
19551	10300 W 8 Mile Rd	Domestic Non Residential
45847	20735 Wyoming Ave	Domestic Non Residential
19258	21382 Wyoming Ave	Domestic Residential
19340	21351 Woodside	Domestic Residential
19337	21323 Woodside	Domestic Residential
19311	21375 Glenlodge	Domestic Residential
19307	21351 Glenlodge	Domestic Residential
19314	21394 Glenlodge	Domestic Residential
19308	21358 Glen Lodge Rd	Domestic Residential
19434	21359 Garden Lane	Domestic Residential
19449	21340 Glenlodge	Domestic Residential
19606	8725 Northend	Domestic Non Residential
19453	21376 Garden Lane	Domestic Residential
19445	8522 Bates	Domestic Non Residential
19386	21358 Parkside	Domestic Residential
19385	21350 Parkside	Domestic Residential
18984	21395 Westview	Domestic Residential
18981	21377 Westview	Domestic Residential
18995	21433 Westview	Domestic Residential
18990	21430 Westview	Domestic Residential
18989	21422 Westview	Domestic Residential
18958	21204 Westview	Domestic Residential
18917	21373 Reimanville	Domestic Residential
18915	21367 Reimanville	Domestic Residential
18910	21327 Reimanville	Domestic Residential
18906	21247 Reimanville	Domestic Residential
18903	21223 Reimanville	Domestic Residential
18927	21416 Reimanville	Domestic Residential
18916	21368 Reimanville Ave	Domestic Residential
18864	21433 Bethlawn	Domestic Residential
18921	21392 Reimanville	Domestic Residential
18865	21434 Bethlawn	Domestic Residential
18855	21392 Bethlawn	Domestic Residential
18854	21384 Bethlawn	Domestic Residential
18848	21336 Bethlawn	Domestic Residential
18802	21417 Mitchelldale	Domestic Residential
19076	8136 Cloverdale	Domestic Residential

Billing Account Number	Site Address	LeadType
18805	21432 Mitchelldale	Domestic Residential
18799	21406 Mitchelldale	Domestic Residential
19254	21362 Wyoming Ave	Domestic Residential
19237	21048 Wyoming Ave	Domestic Residential
19239	21060 Wyoming Ave	Domestic Residential
19232	21010 Wyoming Ave	Domestic Residential
19233	21014 Wyoming Ave	Domestic Residential
19250	21338 Wyoming Ave	Domestic Residential
19244	21116 Wyoming Ave	Domestic Residential
19256	21372 Wyoming Ave	Domestic Residential
49791	21094 Woodside	Domestic Residential
19321	21040 Woodside	Domestic Residential
19300	21095 Glenlodge	Domestic Residential
19294	21059 Glenlodge	Domestic Residential
19289	21033 Glenlodge	Domestic Residential
19451	21121 Glenlodge	Domestic Residential
19291	21048 Glenlodge	Domestic Residential
19425	21087 Gardenlane	Domestic Residential
19414	21004 Gardenlane	Domestic Residential
19371	21025 Parkside	Domestic Residential
19368	21004 Parkside	Domestic Residential
18968	21251 Westview	Domestic Residential
18956	21073 Westview	Domestic Residential
18947	21023 Westview	Domestic Residential
19285	20880 Glenlodge	Domestic Residential
19281	20850 Glenlodge	Domestic Residential
19413	20881 Gardenlane	Domestic Residential
19407	20843 Gardenlane	Domestic Residential
19405	20825 Gardenlane	Domestic Residential
19363	20861 Parkside	Domestic Residential
19359	20843 Parkside	Domestic Residential
19358	20835 Parkside	Domestic Residential
19350	20771 Parkside	Domestic Residential
19408	20848 Gardenlane	Domestic Residential
19622	8918 Eight Mile Rd W	Domestic Non Residential
19349	20770 Parkside	Domestic Residential
19060	8427 Groveview	Domestic Residential
18954	21060 Westview	Domestic Residential
18952	21052 Westview	Domestic Residential
18950	21036 Westview	Domestic Residential
18889	21013 Reimanville	Domestic Residential
18948	21026 Westview	Domestic Residential
18840	21057 Bethlawn	Domestic Residential
18831	21005 Bethlawn	Domestic Residential
18841	21060 Bethlawn	Domestic Residential

Billing Account Number	Site Address	LeadType
19073	8121 Cloverdale	Domestic Residential
18774	21045 Mitchelldale	Domestic Residential
18785	21120 Mitchelldale	Domestic Residential
18935	20814 Westview	Domestic Residential
18883	20863 Reimerville	Domestic Residential
18878	20831 Reimerville	Domestic Residential
18876	20823 Reimerville	Domestic Residential
18873	20807 Reimerville	Domestic Residential
18884	20872 Reimerville	Domestic Residential
18877	20830 Reimerville	Domestic Residential
18872	20800 Reimerville	Domestic Residential
18816	20823 Bethlawn	Domestic Residential
18808	20783 Bethlawn	Domestic Residential
19628	20740 Reimerville	Domestic Non Residential
18819	20838 Bethlawn	Domestic Residential
18765	20879 Mitchelldale	Domestic Residential
18755	20823 Mitchelldale	Domestic Residential
18751	20791 Mitchelldale	Domestic Residential
18749	20783 Mitchelldale	Domestic Residential



Billing Account Number	Site Address	Subtype
68339	261 Pioneer	Domestic Residential
60914	23 Walton E	Domestic Non Residential
69670	293 Wilson W	Domestic Residential
75236	392 Saginaw N	Domestic Residential
80966	1392 Bynan, Leasing Office	Domestic Residential
61600	205 Ypsilanti W	Domestic Residential
64513	202 Rundell W	Domestic Residential
73725	61 Edith N	Domestic Residential
66669	16 Utica	Domestic Residential
61925	34 Longfellow E	Domestic Residential
73150	18 Eastway S	Domestic Residential
66071	75 Lincoln	Domestic Residential
77282	996 Kettering	Domestic Residential
71745	307 Raeburn	Domestic Residential
63061	550 W Kennett Rd Bldg 49	Domestic Residential
74951	162 Beach	Domestic Residential
74803	3 S Glenwood	Domestic Non Residential
83355	260 Tucker St	Domestic Residential
69849	364 South Blvd W	Domestic Residential
68317	240 Dick	Domestic Residential
67981	206 Chippewa	Domestic Residential
62985	550 W Kennett Rd Bldg 8	Domestic Residential
72899	318 Seward	Domestic Residential
62238	207 Fairmount W	Domestic Residential
77500	650 Kenilworth	Domestic Residential
65197	26 Pinegrove	Domestic Residential
78303	634 Lenox	Domestic Residential
69122	23 Sylvan	Domestic Residential
61214	1324 Baldwin	Domestic Non Residential
72720	378 Marshall	Domestic Residential
68824	1415 Telegraph S	Domestic Non Residential
81245	90 Wall St	Domestic Residential
75310	238 Rundell E	Domestic Residential
65550	52 Norton	Domestic Residential
66357	277 Elizabeth Lk	Domestic Residential
69280	15 Warner	Domestic Residential
68744	149 Ruth	Domestic Residential
60570	69 Brooklyn W	Domestic Residential
70099	549 Montana	Domestic Residential
80639	592 Collier Rd	#N/A
68125	90 Wenomah	Domestic Residential
67714	265 Cherokee	Domestic Residential
62664	78 Beverly E	Domestic Residential
70599	495 Fildew	Domestic Residential
76214	631 Balboa	Domestic Residential

Billing Account Number	Site Address	Subtype
60598	113 Chicago E	Domestic Residential
78382	582 Lebaron	Domestic Residential
63710	694 Kinney	Domestic Residential
77058	589 Lancaster Ln	Domestic Residential
62793	192 Kennett W	Domestic Residential
79443	801 Columbia E	Domestic Residential
68142	21 Wenonah	Domestic Residential
69241	64 King	Domestic Residential
62675	991 Baldwin Ave	Domestic Non Residential
69704	258 Harrison	Domestic Residential
79845	379 Princeton E	Domestic Residential
60657	69 Dakota	Domestic Residential
66771	97 Osceola	Domestic Residential
64349	118 Pingree	Domestic Residential
63808	732 Monticello	Domestic Residential
66863	403 Elizabeth Lk	Domestic Residential
79908	706 St Andrews	Domestic Residential
65068	93 Adelaide	Domestic Residential
65582	227 Pike W	Domestic Residential
67241	273 Payne	Domestic Residential
88824	4000 Rose Blvd	Domestic Non Residential
70905	168 Crestwood	Domestic Residential
73376	159 Westway	Domestic Residential
76566	536 Emerson	Domestic Residential
68147	45 Wenonah	Domestic Residential
80475	82 Beechwoode	Domestic Residential
70025	317 Oak Ridge Dr	Domestic Residential
69793	212 Crystal Lk	Domestic Residential
78795	678 First	Domestic Residential
70475	477 Luther	Domestic Residential
78153	561 Lowell	Domestic Residential
71459	286 Ferry	Domestic Residential
65823	88 Mary Day	Domestic Residential
69774	241 Hughes	Domestic Residential
67552	166 Oneida	Domestic Residential
74310	59 Mariva	Domestic Residential
79603	605 Northfield W	Domestic Residential
72070	69 Willard	Domestic Residential
72573	367 Going	Domestic Residential
66431	202 Ogemaw	Domestic Residential
61951	153 Longfellow W	Domestic Residential
69356	98 Lull	Domestic Residential
70906	172 Crestwood	Domestic Residential
66618	660 Huron W	Domestic Non Residential
69020	1018 Canterbury	Domestic Residential

Billing Account Number	Site Address	Subtype
66971	230 Lasseigne	Domestic Residential
69074	900 Argyle	Domestic Residential
79461	625 Columbia E	Domestic Residential
70892	178 Astorwood	Domestic Residential
64975	23 Florence	Domestic Residential
71772	83 Elm St	Domestic Residential
79306	595 Third	Domestic Residential
74578	91 Oakhill	Domestic Residential
63430	45 Merrimac S	Domestic Residential
73856	86 Ardmore N	Domestic Residential
68599	210 Linden	Domestic Residential
64305	21 Pingree	Domestic Residential
67595	166 Iroquois E	Domestic Residential
68090	803 Menominee	Domestic Residential
62300	52 Rutgers W	Domestic Residential
73565	88 Marshall N	Domestic Residential
69025	1050 Oxford	Domestic Residential
70920	245 Earlmoor	Domestic Residential
73356	647 Riverside	Domestic Residential
71407	366 Central	Domestic Residential
75256	532 Saginaw N	Domestic Residential
70684	564 Highland	Domestic Residential
70540	632 Pearsall	Domestic Residential
66766	67 Osceola	Domestic Residential
77707	929 Melrose	Domestic Residential
75042	55 Chamberlain	Domestic Residential
69642	202 Wilson W	Domestic Residential
60857	140 Colgate W	Domestic Residential
67326	91 S Telegraph	Domestic Non Residential
77061	647 Lancaster Ln	Domestic Residential
72194	11 Collingwood	Domestic Residential
76826	1189 Eckman	Domestic Residential
69300	44 Orton	Domestic Residential
66363	114 Spokane	Domestic Residential
66254	60 Dwight	Domestic Residential
71134	189 Cecardale	Domestic Residential
61099	122 Princeton E	Domestic Residential
75124	32 Mathews	Domestic Residential
63310	194 Parkdale	Domestic Residential
68318	234 Dick	Domestic Residential
80074	835 Brandon, Bldg 16	Domestic Residential
76659	495 Thors	Domestic Residential
73617	51 Anderson S	Domestic Residential
79169	676 Second	Domestic Residential
76537	442 Cameron	Domestic Residential

Billing Account Number	Site Address	Subtype
6211C	251 Strathmore W	Domestic Residential
6885C	1081 Dover	Domestic Residential
74047	89 Tasmania S	Domestic Residential
70562	458 Fildew	Domestic Residential
63633	804 Corwin	Domestic Residential
62531	157 Cornell W	Domestic Residential
76999	462 Kuhn Street	Domestic Residential
65473	214 Florence	Domestic Residential
80404	2 Brierwood Ln	Domestic Residential
74115	78 Shirley S	Domestic Residential
62207	49 Fairmount W	Domestic Residential
6228C	158 Rutgers W	Domestic Residential
66823	72 Delaware	Domestic Residential
78602	960 Joslyn	Domestic Non Residential
6063C	100 Chicago W	Domestic Residential
7184C	45690 Woodward	Domestic Non Residential
74825	46 Clarence	Domestic Residential
63254	157 Dresden	Domestic Residential
77352	750 Emerson	Domestic Residential
6896C	512 Avon	Domestic Residential
83818	12 Newberry St	Domestic Non Residential
81032	71 W Huron St	Domestic Non Residential
78056	800 Parkwood	Domestic Residential
60389	724 Walton W	Domestic Residential
69366	20 Lull	Domestic Residential
79034	339 Third	Domestic Residential
62695	133 Beverly W	Domestic Residential
78909	370 Second	Domestic Residential
75343	128 Oliver	Domestic Residential
68047	43 Niagara	Domestic Residential
60112	105 Warwick	Domestic Residential
71763	184 Elm	Domestic Residential
6481C	100 Virginia	Domestic Residential
6106C	136 Princeton W	Domestic Residential
80758	2800 Centerpoint Pkwy	Domestic Non Residential
77007	487 Kuhn	Domestic Residential
76583	493 Emerson	Domestic Residential
78357	643 Westbrook	Domestic Residential
63811	834 Cesar E Chavez	Domestic Non Residential
66246	136 Dwight	Domestic Residential
70917	265 Earlmoor	Domestic Residential
66943	733 Arusha	Domestic Residential
71025	264 Dellwood	Domestic Residential
71929	290 Paddock S	Domestic Residential
70931	168 Bassett	Domestic Residential

Billing Account Number	Site Address	Subtype
71521	315 Ferry	Domestic Residential
74166	80 Michigan	Domestic Residential
73959	76 Tasmania N	Domestic Residential
69984	262 Oak Ridge Dr	Domestic Residential
70466	571 Alton	Domestic Residential
65421	167 Augusta	Domestic Residential
75667	336 Joslyn	Domestic Residential
65941	13 Liberty	Domestic Residential
61907	93 Longfellow E	Domestic Residential
72767	195 Marshall S	Domestic Residential
65362	279 Cass N	Domestic Residential
76021	464 Harper	Domestic Residential
80438	34 Briarwood Ln	Domestic Residential
63444	771 St Clair	Domestic Residential
79885	351 Sheffield E	Domestic Residential
77508	700 Kenilworth	Domestic Residential
69806	278 Crystal Lk	Domestic Residential
63691	729 Livingston	Domestic Residential
70254	572 Wyoming	Domestic Residential
71375	424 Irwin	Domestic Residential
69397	22 Beaudette	Domestic Residential
65239	111 Lafayette	Domestic Residential
76289	463 Martin Luther King N	Domestic Residential
80319	1588 N Stirling Ave	#N/A
72634	240 Anderson S	Domestic Residential
74228	24 Roselawn S	Domestic Residential
68859	1070 Dover	Domestic Residential
79495	749 Clara Ave	Domestic Residential
74262	314 Pike E	Domestic Residential
70478	465 Luther	Domestic Residential
69768	281 Hughes	Domestic Residential
74128	79 Roselawn S	Domestic Residential
69521	268 Rapd	Domestic Residential
68691	220 Telegraph S	Domestic Non Residential
62279	162 Rutgers W	Domestic Residential
60267	1576 Telegraph N	Domestic Non Residential
75915	452 Valencia	Domestic Residential
70908	180 Crestwood	Domestic Residential
62632	48 Beverly W	Domestic Residential
67609	201 Iroquois E	Domestic Residential
74420	16 Lawrence E	Domestic Non Residential
65551	46 Norton	Domestic Residential
65410	118 Augusta	Domestic Residential
77982	760 Scottwood	Domestic Residential
64807	84 Virginia	Domestic Residential

Billing Account Number	Site Address	Subtype
62384	195 Rutgers W	Domestic Residential
72311	279 Judson E	Domestic Residential
63780	740 Cortwright	Domestic Residential
62197	30 Fairmount E	Domestic Residential
61529	189 Yale W	Domestic Residential
73865	57 Francis N	Domestic Residential
64684	60 Tregent	Domestic Residential
69218	471 Bartlett	Domestic Residential
63148	853 Stanley	Domestic Residential
75649	87 Crescent	Domestic Residential
75504	366 Nelson	Domestic Residential
63379	148 Merrimac N	Domestic Residential
74219	293 Pike E	Domestic Residential
79514	625 Clara	Domestic Residential
68270	921 Voorheis	Domestic Residential
64205	80 Euclid	Domestic Residential
64728	93 Poplar	Domestic Residential
79245	636 Third	Domestic Residential
62653	97 Beverly E	Domestic Residential
65621	30 Lorraine Ct	Domestic Residential
77501	662 Kenilworth	Domestic Residential
70064	498 Montana	Domestic Residential
63333	202 Merrimac S	Domestic Residential
79275	777 Third	Domestic Residential
62226	145 Fairmount W	Domestic Residential
72137	140 Wall	Domestic Residential
68212	155 Illinois	Domestic Residential
66275	71 Dwight	Domestic Residential
60947	102 Sheffield E	Domestic Residential
64969	76 Close	Domestic Residential
60622	52 Chicago W	Domestic Residential
64475	18 Hudson	Domestic Residential
79007	395 Third	Domestic Residential
74833	27 Clarence	Domestic Residential
72854	284 Martin Luther King S	Domestic Residential
77735	735 Melrose	Domestic Residential
79375	681 Fourth	Domestic Residential
71986	100 Judson	Domestic Residential
67729	167 Cherokee	Domestic Residential
68264	365 Voorheis	Domestic Residential
63526	192 Lakeside	Domestic Residential
69555	183 Rapid	Domestic Residential
62182	97 Fairmount E	Domestic Residential
80221	879 Walton E	Domestic Residential
61377	118 Yale W	Domestic Residential

Billing Account Number	Site Address	Subtype
70285	466 Colorado	Domestic Residential
61275	117 Hopkins W	Domestic Residential
75953	100 Carr	Domestic Residential
74557	76 Oakhill	Domestic Residential
61216	21 Hopkins E	Domestic Residential
77528	814 Xenilworth	Domestic Residential
73601	78 Marshall S	Domestic Residential
63289	95 Parkdale	Domestic Residential
60407	1639 Valdosta	Domestic Residential
74912	12 Kemp	Domestic Residential
76998	456 Kuhn	Domestic Residential
62882	1144 Cherrylawn	Domestic Residential
63110	550 W Kennett Rd Bldg 65	Domestic Residential
68819	1960 Maward	Domestic Residential
67082	665 Levea Downs	Domestic Residential
70043	309 South Blvd W	Domestic Residential
78474	639 Madison E	Domestic Residential
76871	1256 Liza	Domestic Residential
77312	897 Kettering	Domestic Residential
65934	35 Henderson	Domestic Residential
78830	741 First	Domestic Residential
70395	497 Arthur	Domestic Residential
69558	174 Rockwell	Domestic Residential
68647	1025 James K	Domestic Residential
67680	68 Ottawa	Domestic Residential
70507	505 Alton	Domestic Residential
77822	700 Stirling	Domestic Residential
71947	215 Oriley	Domestic Residential
79353	800 Fourth	Domestic Residential
72398	540 Auburn	Domestic Residential
62454	44 Cornell W	Domestic Residential
70377	610 Arthur	Domestic Residential
68751	42 Hazel	Domestic Residential
61807	125 Columbia W	Domestic Residential
74924	233 Edison	Domestic Residential
75461	132 Glenwood N	Domestic Residential
70716	430 Harvey	Domestic Residential
67716	255 Cherokee	Domestic Residential
79068	370 Columbia E	Domestic Residential
66998	237 Tucker	Domestic Residential
71140	180 Cedardale	Domestic Residential
62337	70 Rutgers E	Domestic Residential
61179	212 Hopkins W	Domestic Residential
62283	146 Rutgers W	Domestic Residential
71188	18 Earlmoor	Domestic Residential

Billing Account Number	Site Address	Subtype
73981	102 Maines	Domestic Residential
62749	90 Tennyson W	Domestic Residential
67059	625 Lewa Downs	Domestic Residential
68931	959 Berwick	Domestic Residential
67257	247 Tom	Domestic Residential
80457	1297 Circle Dr E	Domestic Residential
78375	555 Westbrook	Domestic Residential
65678	138 Palmer	Domestic Residential
63297	126 Parkdale	Domestic Residential
64502	71 Hudson	Domestic Residential
70430	623 Luther	Domestic Residential
77397	969 Emerson	Domestic Residential
63016	475 Columbia W	Domestic Residential
80071	785 Walton E	Domestic Residential
72701	442 Marshall S	Domestic Residential
76414	429 Jordan	Domestic Residential
70799	293 Fern	Domestic Residential
78463	693 Madison E	Domestic Residential
66770	89 Osceola	Domestic Residential
76828	1199 Eckman	Domestic Residential
68256	315 Voorheis	Domestic Residential
79534	588 Peacock	Domestic Residential
73908	121 Fidds Ave, Bldg 10	Domestic Non Residential
68369	270 Pioneer	Domestic Residential
64818	107 Hamilton	Domestic Residential
63938	859 Inglewood	Domestic Residential
69554	189 Rapid	Domestic Residential
76890	578 Jared	Domestic Residential
84816	396 Voorheis St	Domestic Residential
61889	24 Longfellow W	Domestic Residential
71902	108 Cottage	Domestic Residential
75084	59 Howard E	Domestic Residential
67776	236 Cherokee	Domestic Residential
67718	243 Cherokee	Domestic Residential
69108	1054 Angyle	Domestic Residential
65305	26 W Haron St	Domestic Non Residential
63464	764 Young	Domestic Residential
73545	41 Marshall S	Domestic Residential
67414	41 Oriole	Domestic Residential
75477	220 Nelson	Domestic Residential
64327	123 Pingree	Domestic Residential
61633	1 Sallee	Domestic Residential
66861	391 Elizabeth Lk	Domestic Residential
75423	94 Marquette	Domestic Residential
61939	81 Longfellow W	Domestic Residential

Billing Account Number	Site Address	Subtype
71404	376 Central	Domestic Residential
62052	106 Strathmore E	Domestic Residential
68159	105 Wenonah	Domestic Residential
72092	295 Paddock S	Domestic Residential
66605	42 Newberry	Domestic Residential
68514	261 Starr	Domestic Residential
61958	191 Longfellow W	Domestic Residential
80523	1895 Perry N	Domestic Non Residential
63068	436 W Fairmount Ave Bldg 3	Domestic Residential
75371	123 Oliver	Domestic Residential
62606	196 Beverly W	Domestic Residential
73257	57 Midland S	Domestic Residential
63447	759 St Clair	Domestic Residential
65479	205 Florence	Domestic Residential
66060	14 Lincoln	Domestic Residential
67523	65 Oneida	Domestic Residential
73047	179 Clifford	Domestic Residential



**ADDENDUM NO. 1
TO THE BIDDING DOCUMENTS
FOR THE
OAKLAND COUNTY AS-NEEDED WATER SERVICE LINE MATERIAL VERIFICATION PROGRAM**

ISSUED: May 17, 2022

HRC Job No. 20231028 & 20210668

This addendum is issued prior to receipt of bids to provide for certain changes and clarifications to the Specifications, as herein specified, and is hereby made a part of the Contract Documents and shall be taken into consideration in preparing the bids. All other conditions remain the same. The Bidder shall acknowledge the receipt of this Addendum by signing below, including this Addendum with their bids, and writing in the requested Addendum information in the Addenda section on Page 4 of the Proposal. Failure to acknowledge the Addenda Section of the Proposal Form in the submission of the bid may be justified for the bid being rejected as non-responsive.

The following lists the extent of this Addendum. Descriptions of the changes or clarifications are given with each heading.

GENERAL

The date and time for the **MANDATORY** Pre-Bid Meeting has been updated. Please refer to the attached revision to the Bid Advertisement.

Attendance at the originally scheduled Pre-Bid meeting does not fulfill the mandatory attendance requirement of the specifications.

**SPECIFICATIONS
REISSUED**

REVISION to the Advertisement (Form DC-118)

The pre-bid meeting date and time was updated from Tuesday, May 17, 2022 at 10:00 am to Thursday, May 19, 2022 at 11:00 am.

REVISION to the Service Line Material Verification Address List (Appendix B)

The list of addresses was updated to include only the 531 water service locations noted on the maps.

QUESTIONS

- Q1) What is the completion date for the project? Section 00200 (Program Overview & Scope of Services), Page 2 mentions a completion date of December 31, 2022 but Section DC-117, Page A-2 indicates a completion date of September 1, 2024.
- A1) As stated in Section 00200, the goal is to have all the service line verifications in Pontiac and Royal Oak Twp completed by December 31, 2022. The actual completion date is within 90 days of receipt of the addresses or by September 1, 2024 whichever is sooner. Because the Contractor is reliant on the Owner to provide the addresses which they are allowed to complete (i.e. after the internal investigation is done), in our opinion it is not reasonable to put a hard deadline on the completion date, except during the summer of 2024 when some communities may be trying to fit in their service line verifications before the December 31, 2024 deadline.
- Q2) The Special Provision for Water Service Line Material Verification seems to describe a procedure where the excavation starts at the curb stop box and extends a minimum of 18 inches both ways along the water service (in essence a 36" long slot trench centered around the curb stop box). Has any thought been given to just doing a



HARPER WOODS, TAYLOR, ETC.
WATER SERVICE LOCATIONS

By: [Signature]
May 11, 2022
[Signature]
[Signature]

'pothole' a minimum of 18 inches away from the curb stop box on each side? Other communities in the area (Harper Woods, Taylor, Ecorse, etc.) have been potholing two holes, one on each side of the curb stop box a minimum of 18 inches away. This type of work doesn't disturb the existing curb stop box in its current location and greatly reduces the possibility of a leak occurring at the corp

- A2) The Special Provision for Water Service Line Material Verification did not intend to describe an extended excavation to expose a 36-inch long trench centered around the curb stop but rather two "potholes" on either side of the stop box at least 18 inches away from the stop box. The intent is to keep the excavations as tight to the curb stop as possible, therefore avoiding getting too far up into the yard of these properties in which the investigations are taking place. A "pothole" further than 18 inches away from the curb stop box on each side would be acceptable, however, only at the discretion of the Owner's field representative. The intent of approving this method would be to avoid removing and replacing pavement that may be near the location of the curb stop box.
- Q3) The map for Pontiac and Royal Oak Township have 378 and 153 water services shown respectively. This total of 531 water services matches the plan quantity. The list of addresses for Pontiac and Royal Oak Township have 545 and 234 water services respectively. This total is 789 water services. Is the map of water service locations or the list of address the correct for work quantity?
- A3) The maps are correct. The lists of addresses have been updated to include only the 531 water service locations noted on the maps.
- Q4) What is the intent of release of a minimum of 30 address at a time? Is the contractor waiting for the owner/engineer to verify Point #1 of an address prior to having the contractor hydroexcavate for Point #2 and #3?
- A4) Yes, the contractor is to wait until the Owner/Engineer verifies Point #1 of an address prior to having the contractor verify Point #2 and Point #3. The reason to release a minimum of 30 addresses at a time is to provide the contractor a sufficient quantity of work prior to mobilizing equipment.

Received and Acknowledged By:

Company: D'Angelo Brothers Inc.
Signature: [Signature]
Printed Name: Vincent D'Angelo
Title: Principal
Date: 6/1/22



**ADDENDUM NO. 2
TO THE BIDDING DOCUMENTS
FOR THE**

OAKLAND COUNTY AS-NEEDED WATER SERVICE LINE MATERIAL VERIFICATION PROGRAM

ISSUED: May 26, 2022

HRC Job No. 20201028 & 20210858

This addendum is issued prior to receipt of bids to provide for certain changes and clarifications to the Specifications, as herein specified, and is hereby made a part of the Contract Documents and shall be taken into consideration in preparing the bids. All other conditions remain the same. **The Bidder shall acknowledge the receipt of this Addendum by signing below, including this Addendum with their bids, and writing in the requested Addendum information in the Addenda section on Page 4 of the Proposal.** Failure to acknowledge the Addenda Section of the Proposal Form in the submission of the bid may be justified for the bid being rejected as non-responsive.

The following lists the extent of this Addendum. Descriptions of the changes or clarifications are given with each heading.

GENERAL

The meeting summary and agenda for the **MANDATORY** Pre-Bid Meeting (held virtually at 11:00 am on May 19, 2022) has been included in this Addendum.

SPECIFICATIONS
REISSUED

REVISION to the Drinking Water State Revolving Fund Wage Decision Schedule (Section 00850)

The Prevailing Federal Wage Rates were updated to the most recent version published February 25, 2022.

QUESTIONS

Question 1) Is the prevailing wage required on the base bid (Pontiac/Royal Oak Township)? Or would it only be needed if Oakland County CVT used the alternative DWSRF pricing for other municipalities? Additionally, which category would a "Hydro Vac" Operator be listed under for the wage?

Answer 1) The prevailing wage would only be needed for the alternate bid pricing which may be used for Oakland County CVTs who chose to administer their service line verification program through a DWSRF program. We cannot determine the category for Hydro Vac Operator wage rate at this time as that would be a decision for the U.S. Department of Labor. Use your best judgment for determining which category to place it in for bidding purposes.

Question 2) OCIP Page 14 – How is the deductive CO calculated? Where are the forms? What is required to enroll in, and be approved for the OCIP program prior to starting work on the project? Where do we find the OCIP information that is identified in an Appendix?

Answer 2) Refer to the Supplemental Conditions Page SC-1, Item 1.05; The Owner will not provide an Owner Controlled Insurance Program for the project.

Question 3) Page 44 – Can you explain the 2 different pay items?

Answer 3) The items listed in the Base Contract will be used for the verification work for the City of Pontiac and Royal Oak Township, which are being administered through awarded grants. The separate items listed in the Alternate Contract will be used for the verification work for other Oakland County CVTs that wish to administer their Service Line Verification Program through the Drinking Water State Revolving Fund (DWSRF) program. The DWSRF program has additional

Date: _____

A PROCLAMATION
of the Council of the City of Berkley, Michigan
Proclaiming July 2025 as Parks and Recreation Month

- WHEREAS,** Parks and recreation programs are an integral part of communities throughout the country, including the City of Berkley; and
- WHEREAS,** Our parks and recreation are vitally important to establishing and maintaining the quality of life in our community, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and
- WHEREAS,** Parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for individuals with mental or physical disabilities, and also improve the mental and emotional health of all citizens; and
- WHEREAS,** Parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and
- WHEREAS,** Parks and recreation areas are fundamental to the environmental well-being of the community; assisting in preserving greenspace, providing vegetative buffers from development, producing a habitat for wildlife, and mitigating stormwater runoff; and
- WHEREAS,** The City of Berkley recognizes the outstanding benefits derived from parks and recreation resources.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF BERKLEY HEREBY PROCLAIMS

- SECTION 1:** That the month of July 2025 is hereby proclaimed as *Parks and Recreation Month* in the City of Berkley, and City Council encourages all citizens to celebrate healthy, active lifestyles by enjoying their choice of the fantastic park locations here in the City of Berkley.
- SECTION 2:** That the City Council extends gratitude and recognizes the City of Berkley Parks and Recreation Department for their outstanding work in providing the community with recreation opportunities throughout the year and their continued success in maintaining and adding to the City's beautiful park locations.

Proclaimed this 16th day of June, 2025 at a Regular Meeting of the Berkley City Council.

Attest:

Bridget Dean, Mayor

Victoria Mitchell, City Clerk

June 16, 2025 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember
_____ to authorize the amendment of the 2024/25 budget as presented.

Ayes:

Nays:

Absent:

Motion:



MEMORANDUM

To: Mayor Dean and City Council
From: Carl Johnson, Finance Director
Date: June 16, 2024
Subject: Fourth Quarter Budget Amendment 2025-5

Madam Mayor and Members of City Council,

Background

The State of Michigan Budget Act requires the City to adopt an annual budget prior to the beginning of each fiscal year and to amend the budget periodically as facts and circumstances change throughout the year. City of Berkley adopted an annual budget for all required funds and has made amendments throughout the year. The primary purpose of the quarterly amendments is to ensure the City continues to stay compliant with the Budget Act, specifically related to expenditures. The Budget Act requires all expenditures to be properly appropriated with the only official reporting to the State being the submission of the annual audit report. To the extent any departments in any of the required budgetary funds is as little as \$1 over budget, the auditors are required to disclose the overage in the audit report. The attached detail is summarized at the departmental level for approval with the specific line items and explanations being included for information only. The primary purpose of the fourth quarter amendment is to make final budget adjustments based on estimated year-end balances to ensure compliance with the Budget Act. The following are some of the material items included in the proposed amendment:

Summary

General Fund

- The proposed amendment has no overall net change to the General Fund fund balance with an increase of both revenue and expenditures of \$89,598 keeping estimated fund balance at \$4,538,214.
- Interest on delinquent property taxes was adjusted down by \$11,402 to the actual amount received by Oakland County.
- Marijuana revenue sharing from the State of Michigan was adjusted up by \$141,000 to the actual annual amount received [approximately \$60k per recreational license].
- License and permits revenue were decreased by \$20,000 to the estimated amount through year-end.
- The City Managers department was adjusted to remove the facilities and human resources directors' salaries and other related costs to new departments.

- Elections department contractual services is being decreased by \$19,000 to reflect that there were only two elections during the year (original budget conservatively included three).
- Citywide projects department was increase by \$46,498 for costs associated with the ballfield lights repairs (reimbursement included in third quarter amendment) along with \$11,100 for final costs related to the clerk's department flooding project.
- Public safety administrative department salary decreases of \$21,000 are due to vacancy savings.
- Public works department includes increase in salaries of \$40,000 to adjust to final wages not allocated to other funds, \$20,000 increase in cost of fuel (original budget assumed a small decrease), and \$40,000 for vehicle parts and repairs (original budget assumed decrease but actual projected costs will be similar to prior year).

Major and Local Street, Recreation Revolving, Parking and CDBG Funds

- The Street Funds are being adjusted to reflect projected minor differences in revenue and expenditures and includes \$49,221 increase for contractual services for tree trimming (running more than budget but less than prior year).
- The new Parking Fund did not have an original budget and is being adjusted to reflect the actual revenues collected during the year.
- The CDBG grant fund has a proposed increase in both revenue and expenditures as the City has a contract for sidewalk repairs to use the balance of several grant years unspent funds by the end of the current fiscal year.

The following funds are not legally required to have a budget (Enterprise and Capital Project Funds) under the State Budget Act but the City does prepare budgets to help monitor activity to ensure the desired financial outcome.

Water and Sewer Fund

- The proposed amendment increases grant revenue to match actual receipts to date and corresponding grant expenditures.

Community Field #1 Fund

- The proposed amendment establishes an initial budget which increases revenues by \$35,000 (annual revenue of \$70,000) and increase expenditures related to field maintenance and loan repayments.

Sidewalk Fund

- The proposed amendment removes the contingences from prior year totaling \$7,500 as there was no sidewalk program in the current year

Recommendation

Approval of fourth quarter budget amendment 2025-5 for the fiscal year 2024/2025 as presented.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following
Budget Amendment# 2025-5 is authorized-

	INCREASE (DECREASE)
GENERAL FUND	
REVENUES	
Property Tax Revenue	\$ (11,402)
Licenses, Permits, and Charges for Services	\$ 121,000
Other Revenue	(20,000)
TOTAL REVENUES	\$ 89,598
APPROPRIATIONS	
City Council	
Contractual Services	(2,000)
City Manager	
Personnel Services	(148,000)
Contractual Services	(3,000)
Finance Department	
Personnel Services	(5,000)
Elections	
Contractual Services	(19,000)
Treasury Department	
Personnel Services	(8,000)
Citywide Projects	
Other Services and Charges	57,598
City Attorney, Insurance, & Claims Department	
Other Services and Charges	(10,000)
Facilities	
Personnel Services	80,000
Human Resources	
Personnel Services	49,000
Supplies	500
Other Services and Charges	8,500
Public Safety - Admin	
Personnel Services	(21,000)
Public Works	
Personnel Services	40,000
Supplies	20,000
Public Works Garage	
Other Services and Charges	40,000
Building Department	
Other Services and Charges	10,000
TOTAL APPROPRIATIONS	\$ 89,598
Net Increase (Decrease) to Fund Balance	\$ -
MAJOR STREET FUND	
APPROPRIATIONS	
Other Services and Charges	49,221
TOTAL APPROPRIATIONS	\$ 49,221
Net Increase (Decrease) to Fund Balance	\$ (49,221)

**INCREASE
(DECREASE)**

LOCAL STREET FUND		
REVENUES		
Licenses, Permits, and Charges for Services		11,000
TOTAL REVENUES	\$	11,000
APPROPRIATIONS		
Other Services and Charges		11,000
TOTAL APPROPRIATIONS	\$	11,000
Net Increase (Decrease) to Fund Balance	\$	-
RECREATION REVOLVING FUND		
REVENUES		
Program Revenue		(7,000)
Other Revenue		7,000
TOTAL REVENUES	\$	-
Net Increase (Decrease) to Fund Balance	\$	-
PARKING FUND		
REVENUES		
Licenses, Permits, and Charges for Services	\$	10,000
TOTAL REVENUES	\$	10,000
Net Increase (Decrease) to Fund Balance	\$	10,000
COMMUNITY DEVELOPMENT BLOCK GRANT FUND		
REVENUES		
Federal Grants	\$	100,000
TOTAL REVENUES	\$	100,000
APPROPRIATIONS		
Other Services and Charges		100,000
TOTAL APPROPRIATIONS	\$	100,000
Net Increase (Decrease) to Fund Balance	\$	-
COMMUNITY FIELD #1 FUND		
REVENUES		
Licenses, Permits, and Charges for Services	\$	35,000
TOTAL REVENUES	\$	35,000
APPROPRIATIONS		
Personnel Services		13,000
Debt Service		22,000
TOTAL APPROPRIATIONS	\$	35,000
Net Increase (Decrease) to Fund Balance	\$	-

	INCREASE (DECREASE)
SIDEWALK FUND	
APPROPRIATIONS	
Capital Outlay	17,500
TOTAL APPROPRIATIONS	\$ (7,500)
Net Increase (Decrease) to Fund Balance	\$ 7,500
WATER AND SEWER FUND	
REVENUES	
Other Revenue	125,000
TOTAL REVENUES	\$ 125,000
APPROPRIATIONS	
Capital Outlay	125,000
TOTAL APPROPRIATIONS	\$ 125,000
Net Increase (Decrease) to Fund Balance	\$ -

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Berkeley at a regular meeting held on June 16, 2025

Victoria Mitchell
City Clerk

Budget Amendment# 2025-3 : June 18, 2025

GL#	Project/Item Description	Department	Budget Category	Amount
General Fund 101				
Revenues				
101-001-445-000	Property Taxes - Interest and Penalties		Property Taxes	\$ 111,402
101-001-439-000	Marijuana Licenses -SOM		License and Permits	141,000
101-001-481-000	Pending Permits		License and Permits	120,000
101-001-670-000	Insurance Reimbursements		Other Revenue	120,000
				<u>\$ 39,598</u>
Expenditures				
101-161-817-000	Consultant	Mayor/CC	Contractual Services	(2,000)
101-172-704-000	Full-Time Employees	CM	Salaries and Fringe Benefits	(148,000)
101-172-818-000	Contractual Services	CM	Other Charges	(3,000)
101-191-704-000	Full-Time Employees	Finance	Salaries and Fringe Benefits	(5,000)
101-215-818-000	Contractual Services	Elections	Contractual Services	(19,000)
101-259-704-000	Full-Time Employees	Treasury	Salaries and Fringe Benefits	(8,000)
101-265-930-000	Repairs and Maintenance	Citywide Proj	Other Charges	46,498
101-265-931-000	Building Maintenance	Citywide Proj	Other Charges	11,100
101-266-825-000	City Attorney	Legal	Contractual Services	(10,000)
101-267-704-000	Full-Time Employees	Facilities	Salaries and Fringe Benefits	88,000
101-270-704-000	Full-Time Employees	HR	Salaries and Fringe Benefits	49,000
101-270-728-000	Office Supplies	HR	Materials & Supplies	500
101-270-818-000	Contractual Services	HR	Other Charges	6,000
101-270-835-000	Medical Expenses	HR	Contractual Services	500
101-305-704-000	Full-Time Employees	FS Admin	Salaries and Fringe Benefits	(21,000)
101-441-704-000	Full-Time Employees	Public Works	Salaries and Fringe Benefits	40,000
101-441-751-000	Fuel & Oil	Public Works	Materials & Supplies	20,000
101-443-791-000	Vehicle Supplies	PW Garage	Materials & Supplies	40,000
101-745-818-000	Contractual Services	Building	Contractual Services	10,000
				<u>\$ 89,598</u>

Net Increase (decrease) to fund balance \$ -

Ending Fund Balance	\$4,538,214
Fund Balance as a % of total annual expenditures	25%

Mayor Street Fund 202				
Expenditures				
202-469-818-000	Contractual Services	Street Trees	Contractual Services	\$ 49,221
				<u>\$ 49,221</u>

Net Increase (decrease) to fund balance \$ (49,221)

Ending Fund Balance	\$1,535,000
Fund Balance as a % of total annual expenditures	111%

Local Street Fund 203				
Revenues				
203-001-497-000	Right-of-Way Permit Fee		License and Permits	\$ 11,000
				<u>\$ 11,000</u>
Expenditures				
203-464-818-000	Contractual Services	Street Maint	Contractual Services	\$ 11,000
				<u>\$ 11,000</u>

Net Increase (decrease) to fund balance \$ -

Ending Fund Balance	\$300,000
Fund Balance as a % of total annual expenditures	30%

Budget Amendment # 2025-5 - June 14, 2025

GL #	Project/Item Description	Department	Budget Category	Amount
Recreation Bicycling Fund 208				
Revenues				
208-001-624.515	Dream Cruise/Cruise fest		Program Revenue	\$ 47,000
208-001-670.890	Insurance Reimbursements		Other Revenue	3,000
208-001-626.515	Dream Cruise/Cruise fest		Other Revenue	4,000
				<u>\$ -</u>
Net Increase (decrease) to fund balance				\$ -
Ending Fund Balance			\$145,210	
Fund Balance as a % of total annual expenditures			11%	
Parking Fund 231				
Revenues				
231-001-405.000	Parking Permits		Charges for Services	\$ 10,000
				<u>\$ 10,000</u>
Net Increase (decrease) to fund balance				\$ 10,000
Community Development Block Grant Fund 275				
Revenues				
275-001-538-023	Federal Grant - CDBG		Federal Grants	\$ 100,000
				<u>\$ 100,000</u>
Expenditures				
275-902-818-046	CDBG Program Expenditures		Contractual Services	\$ 100,000
				<u>\$ 100,000</u>
Net Increase (decrease) to fund balance				\$ -
Community Field #1 Fund 509				
Revenues				
509-001-526-902	Athletic Facilities Usage Fee		Charges for Services	\$ 35,000
				<u>\$ 35,000</u>
Expenditures				
509-758-706-441	DPW Labor - Direct Allocation		Salaries and Fringe Benefits	\$ 13,000
509-758-992-000	Interest Expense		Debt Service	4,200
509-758-993-000	Principal		Debt Service	17,800
				<u>\$ 35,000</u>
Net Increase (decrease) to fund balance				\$ -
Water and Sewer Fund 592				
Revenues				
592-001-539-010	State Grants		Grant Revenue	\$ 25,000
592-001-557-000	County Grants		Grant Revenue	100,000
				<u>\$ 125,000</u>
Expenditures				
592-536-618-000	Contractual Services	WS Service	Contractual Services	\$ 125,000
				<u>\$ 125,000</u>
Net Increase (decrease) to fund balance				\$ -
Sidewalks Fund 809				
Expenditures				
809-901-821-000	Engineering		Contractual Services	\$ 12,500
809-901-575-001	Construction - Sidewalks		Capital Outlay	15,000
				<u>\$ 27,500</u>
Net Increase (decrease) to fund balance				\$ 7,500

June 16, 2025 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember
_____ to approve the assessing services proposal from WCA Assessing.

Ayes:

Nays:

Absent:

Motion:

MEMORANDUM

To: Mayor Dean and City Council
From: Amy Zurawski, Deputy Finance Director
Date: June 16, 2025
Subject: Approval of Proposal for Assessing Services from WCA Assessing

Madam Mayor and Members of City Council,

Background

- Oakland County Equalization has proposed significant increases to the contractual rates for local municipalities utilizing the County for assessing services under its new three-year agreement. The City's current agreement with the County expires on June 30, 2025.
- The County provided limited and late notice to affected municipalities, with initial communication received in late April 2025, leaving the City with extremely little time to determine an alternate solution.
- The formal proposed contract from Oakland County was received by the City on May 13, 2025.

Summary

- The proposed rate from Oakland County for assessing services in FY 2025-26 is \$30.86 per parcel, nearly double the current rate of \$15.60 per parcel.
- In light of Oakland County's significant cost increases for FY 2025-26 and subsequent years, the Finance Department published a Request for Proposal (RFP) for Assessing Services on May 16, 2025.
- One proposal was received in response to the RFP from WCA Assessing.
- A rate comparison indicates a cost-saving opportunity if the City transitions to WCA for assessing services, with projected savings of over \$94,000 in FY 2025-26 and almost \$300,000 over the three-year contract term.
- Transitioning to WCA Assessing will reduce long-term financial impact and ensure cost-effective delivery of assessing services.

Current & Proposed Rate Comparison

	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28
Oakland County	\$128,037	\$243,544	\$253,411	\$266,530
WCA	N/A	\$149,437	\$156,909	\$164,755
Savings		\$94,107	\$96,502	\$101,775

Recommendation

It is our recommendation that City Council approves the Assessing Services proposal provided by WCA Assessing effective July 1, 2025.

June 16, 2025 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to consider PSU-01-25 special land use request for 4162 Twelve Mile Road, 4150 Twelve Mile Road, and 4138 Twelve Mile Road for the operation of a gas station/convenience store with an accessory restaurant counter in the Gateway District on the north side of Twelve Mile Road between Greenfield Road and Ellwood Avenue.

Ayes:

Nays:

Absent:

Motion:

MEMORANDUM

To: Mayor Dean and City Council
From: Kristen Kapelanski, Community Development Director
Date: June 16, 2025
Subject: PSU-01-25: 4162 Twelve Mile Rd., 4150 Twelve Mile Rd. and 4138 Twelve Mile Rd.

Madam Mayor and Members of City Council,

Background

- The applicant is proposing to redevelop a 0.8 acre site as a 6,734 sq. ft. gas station/convenience store and associated restaurant at the north side of Twelve Mile Rd. between Greenfield Rd. and Ellwood Ave.
- The zoning of the property is Gateway District, which permits retail and restaurants as principal permitted uses and gas stations as special land uses subject to certain conditions. Refer to the Carlisle Wortman Associates (CWA) review letter for a detailed analysis of conditions for gas stations.
- This application was submitted prior to the adoption of the new Zoning Ordinance. Plans have been reviewed against the old Zoning Ordinance provisions (pre-April 16th).
- The Planning Commission is required to consider and approve/deny the site plan, recommend approval/denial of the special land use request and hold the required public hearing. The City Council approves or denies the special land use request.
- The applicant is planning to seek variances from the Zoning Board of Appeals for the placement of the trash enclosure and the location of the southeastern driveway.

Summary

- The plan is generally in compliance with ordinance and City Code requirements. All staff and consultant reviewers are recommending approval subject to conditions.
- The Planning Commission held the required public hearing and approved the site plan subject to a number of conditions on May 27, 2025. Comments from the public hearing are detailed in the draft Planning Commission minutes from that meeting. Motions are available in those minutes as well.
- The City Council is tasked with reviewing the special land use request against the following standards listed in Section 138-653 of the former zoning ordinance:

- The proposed use will promote the use of land in a socially and economically desirable manner;
- The proposed use is necessary for the public convenience at that location;
- The proposed use is compatible with adjacent land uses;
- The proposed use is designed so that the public health, safety and welfare shall be protected; and
- The proposed use will not cause injury to other property in the neighborhood.
- A detailed analysis of these standards is provided in the CWA review.

Recommendation

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the special land use request for PSU-01-25 4162 Twelve Mile Rd., 4150 Twelve Mile Rd. and 4138 Twelve Mile Rd. with the following findings:

- The proposed plan meets the gas station standards of Section 138-429 with the exception of the driveway location in the southeast corner of the site; and
- The proposed plan meets the standards of approval in Section 138-653.

And with the following conditions:

- The applicant obtaining a variance from the Zoning Board of Appeals for the southeast driveway location; and
- Compliance with all of the outstanding items in the staff and consultant review letters.



CITY OF BERKLEY COMMUNITY DEVELOPMENT

3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

APPLICATION FOR SITE PLAN REVIEW

NOTICE TO APPLICANT: Applications for Site Plan review by the Planning Commission must be submitted to the City of Berkley Building Department in **substantially complete form** at least 30 days prior to the Planning Commission's meeting at which the application will be considered. The application must be accompanied by the data specified in the Zoning Ordinance, including fully dimensioned site plans, plus the required review fees.

The Planning Commission meets the fourth Tuesday of the month at 7:00pm in the Council Chambers at the City of Berkley City Hall, 3338 Coolidge Hwy, Berkley, MI 48072.

TO BE COMPLETED BY APPLICANT:

I (We), the undersigned, do hereby respectfully request Site Plan Review and provide the following information to assist in the review:

Project Name: Proposed Gas Station / Convenience Store w/ Restaurant

Applicant: Selwan China

Mailing Address: 6476 Orchard Lake Road, Suite A, West Bloomfield, MI 48322

Telephone: [REDACTED]

Email: [REDACTED]

Property Owner(s), if different from Applicant: Gevalin Gegaj

Mailing Address: 1879 Windside Dr West Bloomfield, MI 48324

Telephone: [REDACTED]

Email: [REDACTED]

Applicant's Legal Interest in Property: Development

LOCATION OF PROPERTY:

Street Address: 4162 Twelve Mile Road, Berkley, MI 48072

Nearest Cross Streets: Twelve Mile Road and Greenfield Road

Sidwell Number(s): 25-07-355-039, 25-07-355-038, & 25-07-355-040



CITY OF BERKLEY
COMMUNITY DEVELOPMENT
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

APPLICATION FOR SITE PLAN REVIEW

NOTICE TO APPLICANT: Applications for Site Plan review by the Planning Commission must be submitted to the City of Berkley Building Department in *substantially complete form* at least 30 days prior to the Planning Commission's meeting at which the application will be considered. The application must be accompanied by the data specified in the Zoning Ordinance, including fully dimensioned site plans, plus the required review fees.

The Planning Commission meets the fourth Tuesday of the month at 7:00pm in the Council Chambers at the City of Berkley City Hall, 3338 Coolidge Hwy, Berkley, MI 48072.

TO BE COMPLETED BY APPLICANT:

I (We), the undersigned, do hereby respectfully request Site Plan Review and provide the following information to assist in the review:

Project Name: Proposed Gas Station / Convenience Store w/ Restaurant
Applicant: Selwan Shina
Mailing Address: 6476 Orchard Lake Road, Suite A, West Bloomfield, MI 48322
Telephone: [REDACTED]
Email: [REDACTED]
Property Owner(s), if different from Applicant: Jamil Realty, LLC
Mailing Address: 4138 West Twelve Mile Road, Berkley, MI 48076
Telephone: _____
Email: _____
Applicant's Legal Interest in Property: Development

LOCATION OF PROPERTY:

Street Address: 4162 Twelve Mile Road, Berkley, MI 48072
Nearest Cross Streets: Twelve Mile Road and Greenfield Road
Sidwell Number(s): 25-07-355-039, 25-07-355-038, & 25-07-355-040

PROPERTY DESCRIPTION:Provide lot numbers and subdivision: 25-07-355-039, 25-07-355-038, & 25-07-355-040Property Size (Square Feet): 34,638 SF (Acres): 0.80 AC**EXISTING ZONING DISTRICT** *(please check):*

- | | | |
|-------------------------------|--|--|
| <input type="checkbox"/> R-1A | <input type="checkbox"/> Local Business | <input type="checkbox"/> Coolidge |
| <input type="checkbox"/> R-1B | <input type="checkbox"/> Office | <input type="checkbox"/> Downtown |
| <input type="checkbox"/> R-1C | <input type="checkbox"/> Community Centerpiece | <input type="checkbox"/> Industrial |
| <input type="checkbox"/> R-1D | <input type="checkbox"/> Woodward | <input type="checkbox"/> Cemetery |
| <input type="checkbox"/> RM | <input type="checkbox"/> Eleven Mile | <input type="checkbox"/> Parking |
| <input type="checkbox"/> RMH | <input type="checkbox"/> Twelve Mile | <input checked="" type="checkbox"/> Gateway District |

Present Use of Property:Multi-use commercial development**Proposed Use of Property:**Proposed gas station / convenience store w/ restaurantIs the property located within the Downtown Development Authority? ☐ Yes ☒ No**PROJECT DESCRIPTION:**Proposed 6,411 SF gas station and convenience store with restaurant, 8 gas pumps, 40 parking spaces with designated loading area and UST field. Proposed 2,620 SF building addition to total 6,411 SF.Does the proposed project / use of property require Special Land Use approval? ☒ Yes ☐ NoDoes the proposed project require Variance(s) from the Zoning Board of Appeals? ☒ Yes ☐ No

If yes, please describe Variances required:

Trash enclosure (accessory structure) located in side yard

PLEASE COMPLETE THE FOLLOWING CHART:

Type of Development	Number of Units	Gross Floor Area	Number of Parking Spaces On Site	Number of Employees on Largest Shift
Attached Residential				
Office				
Commercial	1	6,734 SF	45	
Industrial				
Other				

PROFESSIONALS WHO PREPARED PLANS:

A. Name: Stonefield Engineering & Design
 Mailing Address: 555 S Old Woodward Avenue, Suite 12L, Birmingham, MI 48009
 Telephone: [REDACTED]
 Email: [REDACTED]
 Design Responsibility (engineer, surveyor, architect, etc.): Civil Engineer

B. Name: _____
 Mailing Address: _____
 Telephone: _____
 Email: _____
 Design Responsibility: _____

SUBMIT THE FOLLOWING:

1. Fifteen (15) individually folded copies of the site plans, measuring 24" x 36", sealed by a registered architect, engineer, or surveyor.
2. A pdf file of the site plans, submitted to the Community Development Director.
3. Proof of property ownership (title insurance policy or registered deed with County stamp).
4. Review comments or approval received from County, State or Federal agencies that have jurisdiction over the project, including, but not limited to:

- ☐ Road Commission for Oakland County
☐ MI Dept. of Transportation

- ☐ Oakland County Health Division
☐ MI Dept. of Environment, Great Lakes & Energy

PLEASE NOTE: The applicant, or a designated representative, **MUST BE PRESENT** at all scheduled meetings, or the Site Plan may be tabled due to lack of representation.

Failure to provide true and accurate information on this application shall provide sufficient grounds to deny approval of a Site Plan Application or to revoke any permits granted subsequent to the site plan approval.

We encourage applicants to make a presentation of the proposed project to the Planning Commission and City Council, as appropriate. To assist in this effort, we have available for your use at meetings a projector, laptop computer and screen. This will allow the Planning Commission and audience to be fully engaged so they can give your project the attention it deserves. Planning Commission meetings are recorded and televised.

PROPERTY OWNER'S APPROVAL: *(Initial each line)*

WLS I hereby authorize the employees and representatives of the City of Berkeley to enter upon and conduct an inspection and investigation of the above-referenced property.

APPLICANT'S ENDORSEMENT: *(Initial each line)*

SS All information contained therein is true and accurate to the best of my knowledge.

SS I acknowledge that the Planning Commission will not review my application unless all information in this application and the Zoning Ordinance has been submitted. I further acknowledge that the City and its employees shall not be held liable for any claims that may arise as a result of acceptance, processing or approval of this site plan application.

SS I hereby acknowledge that if engineering or other reviews are required, additional fees must be submitted. Should the review fees be greater than the required minimum, sufficient additional charges will be imposed to satisfy the additional review fees. All fee obligations must be satisfied prior to permit approval.

If an application is withdrawn more than three (3) weeks prior to the meeting date, 90% of the fee will be refunded. If the application is withdrawn less than three (3) weeks prior to the meeting, no refund will be given.

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Signature of Applicant

Date

1/7/25

Applicant Name (Print)

Sam Shina

Signature of Applicant

Date

Applicant Name (Print)

Signature of Property Owner Authorizing this Application

Date

1/7/25

Property Owner Name (Print)

Wasim Sami

OFFICE USE ONLY

Received _____ Receipt # _____ Meeting Date _____ Case # _____

Fees:

Site Plan Review \$600 **Plus Escrow:** Multi-family \$600 Commercial \$1,100

Administrative: \$300

Extension \$200

Engineering: Multi-family Full Site \$1,500 Escrow \$800 Commercial Full Site \$1,300 Escrow \$800
Multi-family Partial Site \$1000 Escrow \$800 Commercial Partial Site \$800 Escrow \$800

Updated 12/13/2022

5 Page

Signature of Applicant

Date

Applicant Name (Print)

Signature of Applicant

Date

Applicant Name (Print)

Gevalin Gay

Signature of Property Owner Authorizing this Application

1-16-25

Date

Gevalin Gay

Property Owner Name (Print)

OFFICE USE ONLY

Received *1-17-25* Receipt # _____ Meeting Date *2/25/25* Case # *PSP-02-25*

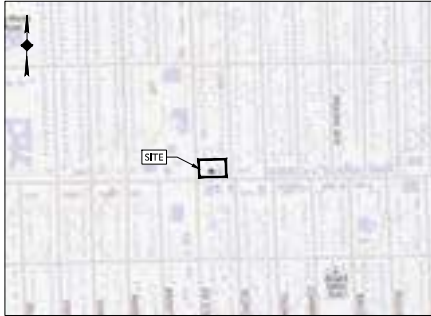
Fees:

Site Plan Review \$600 **Plus Escrow:** Multi-family \$660 **Commercial \$1,100**

Administrative: \$300

Extension \$200

Engineering: Multi-family Full Site \$1,500 Escrow \$800 **Commercial Full Site \$1,300 Escrow \$800**
Multi-family Partial Site \$1000 Escrow \$800 **Commercial Partial Site \$800 Escrow \$800**



SOURCE: USGS NATIONAL MAPPER, DATE RETRIEVED 1/3/2023

LOCATION MAP

SCALE: 1" = 500'±



SOURCE: NEARMAPS, DATE RETRIEVED 1/3/2023

AERIAL MAP

SCALE: 1" = 50'±

SITE DEVELOPMENT PLANS FOR MUG & JUG PROPOSED COMMERCIAL REDEVELOPMENT

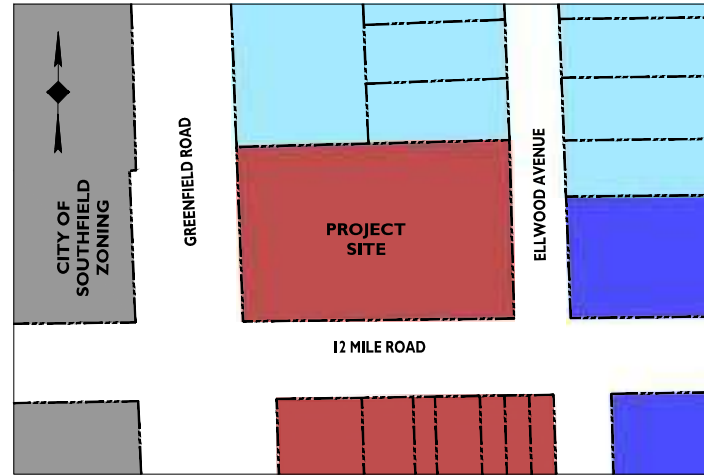
PARCEL IDS: 2507355039, 2507355038, & 2507355040

4162 TWELVE MILE ROAD

CITY OF BERKLEY, OAKLAND COUNTY, MICHIGAN

APPLICANT

SELWAN SHINA
6476 ORCHARD LAKE ROAD, SUITE A
WEST BLOOMFIELD, MI 48322
248.207.3110
RSHINA@BAYSFD.COM



SOURCE: CITY OF BERKLEY ZONING MAP, DATE RETRIEVED 01/06/2023

■ GATEWAY DISTRICT
■ TWELVE MILE DISTRICT
■ GREENFIELD DISTRICT

ZONING MAP

SCALE: 1" = 50'±

PLANS PREPARED BY:



Birmingham, MI • New York, NY • Salem, MA
Princeton, NJ • Tampa, FL • Rutherford, NJ
www.stonefieldeng.com

555 S. Old Woodward Avenue, Suite 12L, Birmingham, MI 48009
Phone 248.247.1115

PLAN REFERENCE MATERIALS:

1. THIS PLAN SET REFERENCES THE FOLLOWING DOCUMENTS INCLUDING, BUT NOT LIMITED TO:
 - ALTAIRSPS LAND TITLE SURVEY PREPARED BY STONEFIELD ENGINEERING & DESIGN, LLC, DATED 10/10/2024
 - ARCHITECTURAL PLANS PREPARED BY ADG DESIGN STUDIO
 - AERIAL MAP FROM NEARMAPS, DATE RETRIEVED 1/3/2023
 - LOCATION MAP FROM USGS TOPOGRAPHICAL MAPPER, DATE RETRIEVED 1/3/2023
2. ALL REFERENCE MATERIAL LISTED ABOVE SHALL BE CONSIDERED A PART OF THIS PLAN SET AND ALL INFORMATION CONTAINED WITHIN THESE MATERIALS SHALL BE UTILIZED IN CONJUNCTION WITH THIS PLAN SET. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN A COPY OF EACH REFERENCE AND REVIEW IT THOROUGHLY PRIOR TO THE START OF CONSTRUCTION.

SHEET INDEX

DRAWING TITLE	SHEET #
COVER SHEET	C-1
DEMOLITION PLAN	C-2
SITE PLAN	C-3
GRADING PLAN	C-4
STORMWATER MANAGEMENT PLAN	C-5
UTILITY PLAN	C-6
LIGHTING PLAN	C-7
LANDSCAPING PLAN	C-8
LANDSCAPING DETAILS	C-9
CONSTRUCTION DETAILS	C-10 & C-11

ADDITIONAL SHEETS

DRAWING TITLE	SHEET #
ALTAIRSPS LAND TITLE SURVEY	1 OF 1
LIFE SAFETY AND EGRESS PLAN	A-0.1
ARCHITECTURAL FLOOR PLAN	A-1.1
ARCHITECTURAL ELEVATIONS	A-0.1.5 & A-2.4
CCWVC SANITARY SEWER DETAILS	1 & 2 OF 2
CCWVC STORM DRAIN DETAILS	1 OF 1

A MISS DIG TICKET WAS REQUESTED PRIOR TO
CONDUCTING A SURVEY FOR THE SUBJECT PROPERTY.
TICKET NO: 2024091800753



Know what's below
Call before you dig.

NO	DATE	ISSUE	DESCRIPTION
3	9/23/2023	JD	FOR SITE PLAN / SPECIAL LAND USE APPROVAL
2	8/8/2023	JD	FOR SITE PLAN / SPECIAL LAND USE APPROVAL
1	8/8/2023	JD	FOR SITE PLAN / SPECIAL LAND USE APPROVAL

NOT APPROVED FOR CONSTRUCTION



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Phone 248.247.1115

SITE DEVELOPMENT PLANS MUG & JUG

PROPOSED COMMERCIAL REDEVELOPMENT

PARCEL IDS: 2507355039, 2507355038, & 2507355040
CITY OF BERKLEY
OAKLAND COUNTY, MICHIGAN



SCALE: AS SHOWN PROJECT ID: B24-0404

TITLE:

COVER SHEET

DRAWING:

C-1

REMOVAL QUANTITIES

CONCRETE	2,927	SF
ASPHALT PAVEMENT	25,062	SF
CONCRETE CURB	231	LF
CONCRETE WHEEL STOP	48	EA
COMBINED SEWER MAIN	303	LF
STORM PIPE	49	LF
STORM STRUCTURE	7	EA
GAS SERVICE	227	LF
GAS METER	4	EA
ELECTRIC METER	1	EA
OVERHEAD LINE	648	LF
UTILITY POLE	1	EA
LIGHT POLE	2	EA
BUILDING	4,401	SF
TRASH ENCLOSURE	2	EA
SKIN	1	EA
BOLLARD	14	EA

SYMBOL

—	FEATURE TO BE REMOVED / DEMOLISHED
---	LIMIT OF DISTURBANCE
—	EXISTING CONCRETE TO BE REMOVED
—	EXISTING ASPHALT TO BE REMOVED

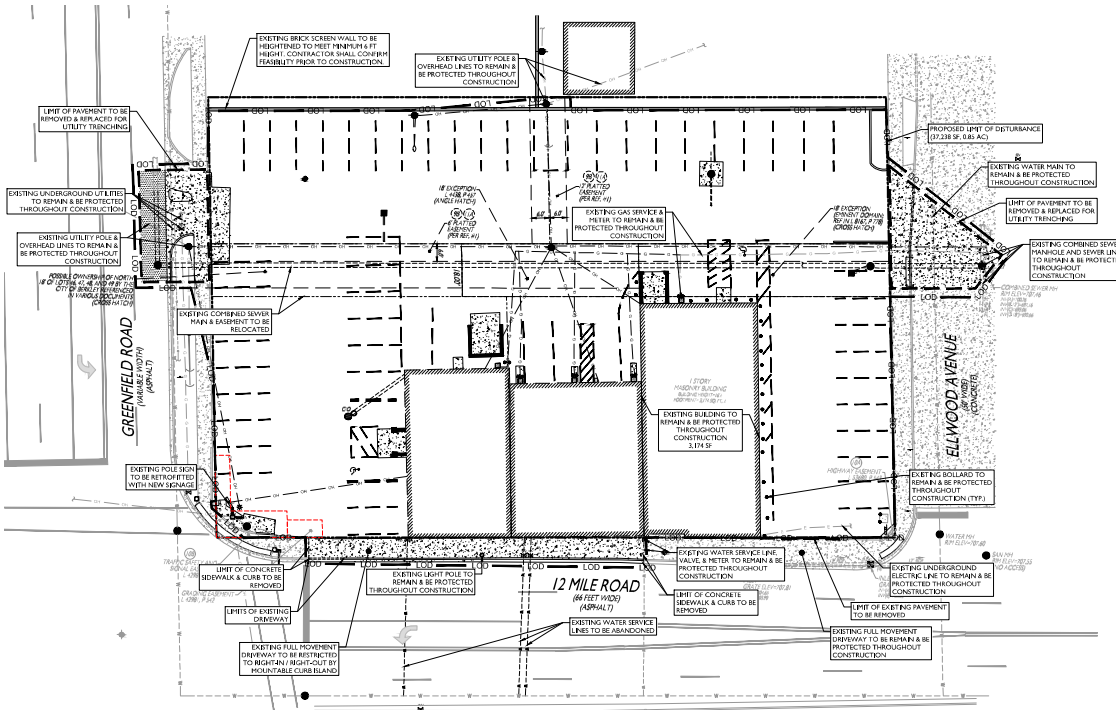
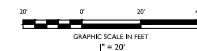
ALL SITE FEATURES WITHIN THE LIMIT OF DISTURBANCE INDICATED ON THIS PLAN ARE TO BE REMOVED / DEMOLISHED UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. IF SIGNIFICANT DISCREPANCIES ARE DISCERNED BETWEEN THIS PLAN AND FIELD CONDITIONS



Know what's below
Call before you dig.

DEMOLITION NOTES

1. THE WORK SHOWN ON THE DEMOLITION PLAN IS TO PROVIDE GENERAL INFORMATION TOWARDS THE EXISTING ITEMS TO BE DEMOLISHED AND/OR REMOVED. THE CONTRACTOR IS RESPONSIBLE TO REVIEW THE EXISTING PLAN SET AND ASSOCIATED REPORTS/REFERENCE DOCUMENTS INCLUDING ALL DEMOLITION ACTIVITIES AND INCIDENTAL TASKS NECESSARY TO COMPLETE THE SITE IMPROVEMENTS.
2. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE MEANS AND METHODS OF DEMOLITION ACTIVITIES.
3. EXPLOSIVES SHALL NOT BE USED UNLESS WRITTEN CONSENT FROM BOTH THE OWNER AND ANY APPLICABLE GOVERNING AGENCY IS OBTAINED. BEFORE THE START OF ANY EXPLOSIVE PROGRAM, THE CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL LOCAL, STATE AND FEDERAL PERMITS. ADDITIONALLY, THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL SITE TESTING AS REQUIRED AND ANY DAMAGE AS THE RESULT OF SAID DEMOLITION PRACTICES.
4. ALL DEMOLITION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL CODES. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING ALL UTILITIES ARE DISCONNECTED IN ACCORDANCE WITH THE UTILITY AUTHORITY'S REQUIREMENTS PRIOR TO STARTING THE DEMOLITION OF ANY STRUCTURE. ALL EXCAVATIONS ASSOCIATED WITH DEMOLISHED STRUCTURES OR REMOVED SHALL BE BACKFILLED WITH SUFFICIENT MATERIAL AND COMPACTED TO SUPPORT SITE AND BUILDING IMPROVEMENTS.
5. A. GEOTECHNICAL ENGINEER SHOULD BE PRESENT DURING BACKFILLING ACTIVITIES TO OBSERVE AND CERTIFY THAT BACKFILL MATERIAL WAS COMPACTED TO A SUFFICIENT CONDITION.



NO.	DATE	DESCRIPTION
1	08/14/2023	FOR SITE PLAN / SPECIAL LAND USE APPROVAL
2	08/14/2023	FOR SITE PLAN / SPECIAL LAND USE APPROVAL
3	08/14/2023	FOR SITE PLAN / SPECIAL LAND USE APPROVAL

NOT APPROVED FOR CONSTRUCTION

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engineering & design

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Princeton, NJ - Tampa, FL - Rutherford, NJ
www.stonefielddesign.com
555 S. Old Woodward Avenue, Suite 121, Birmingham, MI 48009
Phone 248.247.1115

SITE DEVELOPMENT PLANS
MUG & JUG

PROPOSED COMMERCIAL
REDEVELOPMENT

PARCEL: BOC-200716509, 200716509, & 200716540
CITY OF BURLINGTON
DANLON COUNTY, MICHIGAN



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engineering & design

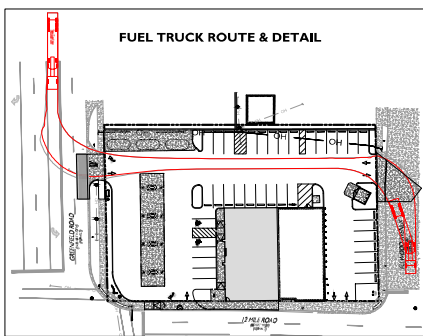
SCALE: 1" = 20' PROJECT ID: DET-2405M

TITLE:

DEMOLITION PLAN

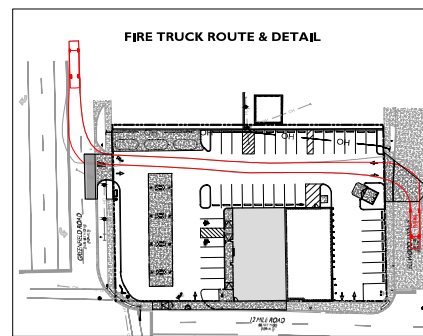
DRAWING:

C-2



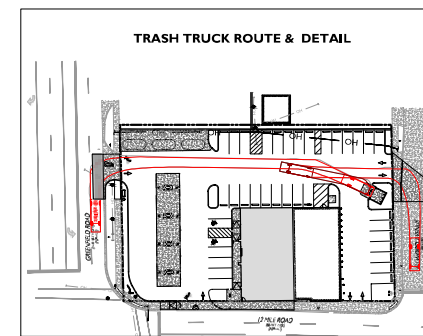
Tanker Truck

Overall Length	65.00ft
Overall Width	8.50ft
Overall Body Height	10.12ft
Min Body Ground Clearance	4.25ft
Track Width	8.00ft
Look-back time	4.00s
Wall to Wall Turning Radius	47.240ft



Tower 4 Fire Truck

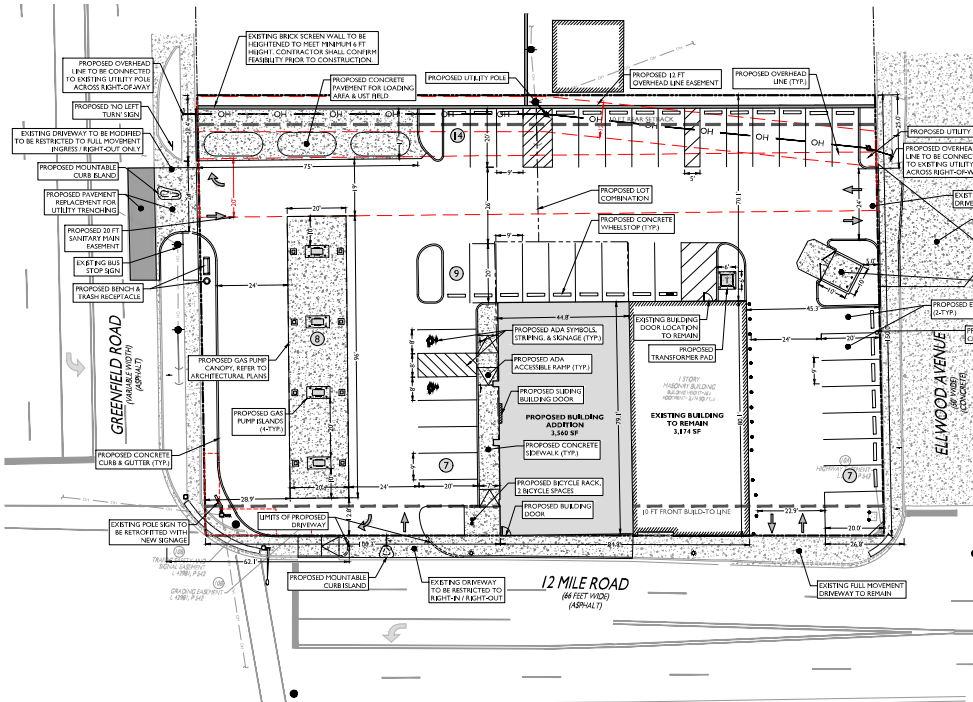
Overall Length	42.710ft
Overall Width	8.400ft
Overall Body Height	7.745ft
Min Body Ground Clearance	7.745ft
Track Width	8.400ft
Look-back time	4.00s
Max Wheel Angle	45.00°



Hino 338 M - Wayne Road GT 14 Refuse Truck

Overall Length	27.883ft
Overall Width	8.042ft
Overall Body Height	10.188ft
Min Body Ground Clearance	8.042ft
Track Width	8.042ft
Look-back time	6.00s
Curb to Curb Turning Radius	27.400ft

SYMBOL	DESCRIPTION
---	PROPERTY LINE
---	STREET LINE
---	PROPOSED EASEMENT
---	PROPOSED CURB
---	PROPOSED FLUSH CURB
---	PROPOSED MOUNTABLE CURB
---	PROPOSED SIGN / BOLLARDS
---	PROPOSED BUILDING
---	PROPOSED CONCRETE
---	PROPOSED ASPHALT



LAND USE AND ZONING

PARCEL IDS: 2507355039, 2507355038 & 2507355040

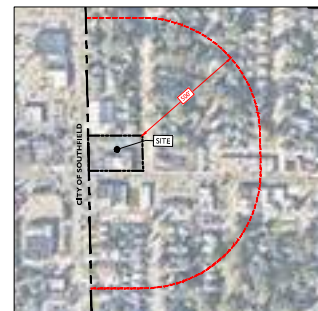
GATEWAY DISTRICT (GD)

PROPOSED USE	PERMITTED USE	PROPOSED
RESTAURANT	PERMITTED USE	
RETAIL STORE	PERMITTED USE	
AUTOMOBILE SERVICE STATION	PERMITTED USE	
ZONING REQUIREMENT	REQUIRED	PROPOSED
MINIMUM LOT AREA	17,000 SF	34,438 SF (0.80 AC)
MINIMUM LOT WIDTH	120 FT	150.0 FT
MINIMUM BUILDING HEIGHT	40 FT	< 40 FT
MINIMUM FRONT BUILD-TO-LINE	10 FT	0.0 FT (N/C)
FACADE ON BUILD-TO-LINE	70%	100% (N/C)
MINIMUM SIDE YARD SETBACK	0 FT	5.0 FT (N/C)
MINIMUM REAR YARD SETBACK	10 FT	10.0 FT (N/C)
DRIVEWAY INTERSECTION SPACING	30 FT	36.8 FT (N/C)
DRIVEWAY LOT LINE SPACING	30 FT	30.0 FT (N/C)
MINIMUM DRIVEWAY WIDTH	30 FT	32.0 FT (N/C)
MINIMUM DRIVEWAY WIDTH	30 FT	24 FT
SERVICE STATION SPACING*	500 FT	> 500 FT

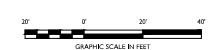
OFF-STREET PARKING REQUIREMENTS

CODE SECTION	REQUIRED	PROPOSED
§ 116.129	2507355039	3 PUMP SPACES
	1 SPACE PER 75 SF OF AREA	TOTAL 45 SPACES
	(702 SF) / (175 SF) = 3 SPACES	
	GAS STATION WITH CONVENIENCE	
	6 SPACES PER 1,000 SF OF AREA	
	4 1 SPACE PER PUMP + 2 SPACES	
	(6,032 SF) / (1,000 SF) = 2 SPACES	
	(6 PUMPS) (1 PUMP) = 8 SPACES	
	TOTAL 7 + 38 + 2 = 45 SPACES	
§ 116.129(a)	2507355038	9 FT X 20 FT
	9 FT X 20 FT W/ 24 FT ABLE	W/ 24 FT ABLE
§ 116.129(b)	2507355040	12 FT X 75 FT
	12 FT X 30 FT	

- (1) VARIANCE
- (2) PER § 116.129, TRASH ENCLOSURE (ACCESSORY STRUCTURE) IS NOT PERMITTED IN REAR YARD
- (3) NO CHANGE
- (4) § 116.129(b)(1), AUTOMOBILE FILLING STATION SHALL NOT BE LOCATED NEARER THAN 500 FT TO A SCHOOL, CHURCH, PUBLIC PARK OR AUDITORIUM



SERVICE STATION SPACING
SCALE: 1" = 250'±



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Phone: 248.247.1115

SITE DEVELOPMENT PLANS

MUG & JUG

PROPOSED COMMERCIAL REDEVELOPMENT

PARCEL IDS: 2507355039, 2507355038, & 2507355040
CITY OF BIRMINGHAM
DAWSON COUNTY, MICHIGAN

STONEFIELD
engineering & design

SCALE: 1" = 30' PROJECT ID: 2507355040
TITLE: SITE PLAN
DRAWING: C-3

1. ALL SOIL AND MATERIAL REMOVED FROM THE SITE SHALL BE DEPOSITED IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS. ANY GROUNDWATER DEWATERING PRACTICES SHALL BE PROVIDED UNDER THE SUPERVISION OF A QUALIFIED PROFESSIONAL. THE CONTRACTOR IS REQUIRED TO OBTAIN ALL NECESSARY PERMITS FOR THE REMOVAL OF EXISTING GROUNDWATER. ALL SOIL BROUGHT TO THE SITE SHALL BE CERTIFIED CLEAN. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL FILL MATERIALS BROUGHT TO THE SITE.

2. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE TEMPORARY AND/OR PERMANENT SHORING WHERE REQUIRED DURING EXCAVATION ACTIVITIES INCLUDING BUT NOT LIMITED TO UTILITY TRENCHES TO ENSURE THE STRUCTURAL INTEGRITY OF NEARBY STRUCTURES AND STABILITY OF THE SURROUNDING SOILS.

3. PROPOSED TOP OF CURB ELEVATIONS ARE GENERALLY 4 INCHES TO 7 INCHES ABOVE EXISTING GRADE UNLESS OTHERWISE NOTED. THE CONTRACTOR WILL SUPPLY ALL STAKEOUT CURB GRADE SHEETS TO STONEFIELD ENGINEERING & DESIGN, LLC, FOR REVIEW AND APPROVAL PRIOR TO POURING CURBS.

4. THE CONTRACTOR IS RESPONSIBLE TO SET ALL PROPOSED UTILITY COVERS AND RESET ALL EXISTING UTILITY COVERS WITHIN THE PROJECT LIMITS TO PROPOSED GRADE IN ACCORDANCE WITH ANY APPLICABLE MUNICIPAL, COUNTY, STATE AND/OR UTILITY AUTHORITY REGULATIONS.

5. MINIMUM SLOPE REQUIREMENTS TO PREVENT PONDING SHALL BE AS FOLLOWS:

• CURB CUTTERS: 0.50%

• CONCRETE SURFACES: 1.00%

• ASPHALT SURFACES: 1.00%

6. A MINIMUM SLOPE OF 1.00% SHALL BE PROVIDED AWAY FROM ALL BUILDINGS. THE CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE FROM THE BUILDING IS ACHIEVED AND SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC IF THE CONDITION CANNOT BE MET.

7. FOR PROJECTS WHERE ASBESTOS IS PROPOSED, THE DEVELOPER IS RESPONSIBLE TO DETERMINE THE DEPTH TO GROUNDWATER AT THE LOCATION OF THE PROPOSED STRUCTURE. IF GROUNDWATER IS ENCOUNTERED WITHIN THE IMMINENT AREA, SPECIAL CONSTRUCTION METHODS SHALL BE UTILIZED AND REVIEWED/REAPPROVED BY THE CONSTRUCTION CODE OFFICIAL IF SUMP PUMPS ARE UTILIZED. ALL EXCHANGES SHALL BE CONNECTED DIRECTLY TO THE PUBLIC STORM SEWER SYSTEM WITH APPROVAL FROM THE GOVERNING STORM SEWER SYSTEM AUTHORITY.

SYMBOL

PROPERTY LINE

PROPOSED GRADING CONTOUR

PROPOSED GRADING PROFILE

PROPOSED DIRECTION OF DRAINAGE FLOW

PROPOSED GRADE SPOT SHOT

PROPOSED TOP OF CURB / BOTTOM OF CURB SPOT SHOT

PROPOSED FLUSH CURB SPOT SHOT

PROPOSED TOP OF STEP / BOTTOM OF STEP SPOT SHOT

GRADING NOTES

1. ALL SOIL AND MATERIAL REMOVED FROM THE SITE SHALL BE DEPOSITED IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS. ANY GROUNDWATER DEWATERING PRACTICES SHALL BE PROVIDED UNDER THE SUPERVISION OF A QUALIFIED PROFESSIONAL. THE CONTRACTOR IS REQUIRED TO OBTAIN ALL NECESSARY PERMITS FOR THE REMOVAL OF EXISTING GROUNDWATER. ALL SOIL BROUGHT TO THE SITE SHALL BE CERTIFIED CLEAN. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL FILL MATERIALS BROUGHT TO THE SITE.

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3. PROPOSED TOP OF CURB ELEVATIONS ARE GENERALLY 4 INCHES TO 7 INCHES ABOVE EXISTING GRADE UNLESS OTHERWISE NOTED. THE CONTRACTOR WILL SUPPLY ALL STAKEOUT CURB GRADE SHEETS TO STONEFIELD ENGINEERING & DESIGN, LLC, FOR REVIEW AND APPROVAL PRIOR TO POURING CURBS.

4. THE CONTRACTOR IS RESPONSIBLE TO SET ALL PROPOSED UTILITY COVERS AND RESET ALL EXISTING UTILITY COVERS WITHIN THE PROJECT LIMITS TO PROPOSED GRADE IN ACCORDANCE WITH ANY APPLICABLE MUNICIPAL, COUNTY, STATE AND/OR UTILITY AUTHORITY REGULATIONS.

5. MINIMUM SLOPE REQUIREMENTS TO PREVENT PONDING SHALL BE AS FOLLOWS:

• CURB CUTTERS: 0.50%

• CONCRETE SURFACES: 1.00%

• ASPHALT SURFACES: 1.00%

6. A MINIMUM SLOPE OF 1.00% SHALL BE PROVIDED AWAY FROM ALL BUILDINGS. THE CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE FROM THE BUILDING IS ACHIEVED AND SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC IF THE CONDITION CANNOT BE MET.

7. FOR PROJECTS WHERE ASBESTOS IS PROPOSED, THE DEVELOPER IS RESPONSIBLE TO DETERMINE THE DEPTH TO GROUNDWATER AT THE LOCATION OF THE PROPOSED STRUCTURE. IF GROUNDWATER IS ENCOUNTERED WITHIN THE IMMINENT AREA, SPECIAL CONSTRUCTION METHODS SHALL BE UTILIZED AND REVIEWED/REAPPROVED BY THE CONSTRUCTION CODE OFFICIAL IF SUMP PUMPS ARE UTILIZED. ALL EXCHANGES SHALL BE CONNECTED DIRECTLY TO THE PUBLIC STORM SEWER SYSTEM WITH APPROVAL FROM THE GOVERNING STORM SEWER SYSTEM AUTHORITY.

ADA NOTES

1. THE CONTRACTOR SHALL MAINTAIN A MAXIMUM 2.00% SLOPE IN ANY DIRECTION WITHIN THE ADA PARKING SPACES AND ACCESSIBLE AREAS.

2. THE CONTRACTOR SHALL PROVIDE COMPLIANT BORDERS AT ALL ADA PARKING AREAS IN ACCORDANCE WITH STATE GUIDELINES.

3. THE CONTRACTOR SHALL MAINTAIN A MAXIMUM 3.00% RUNNING SLOPE AND A MAXIMUM OF 2.00% CROSS SLOPE ALONG WALKWAYS WITHIN THE ACCESSIBLE PATH OF TRAVEL. SEE THE SITE PLAN FOR THE LOCATION OF THE ACCESSIBLE PATH. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THE ACCESSIBLE PATH OF TRAVEL IS 8 INCHES WIDE OR GREATER UNLESS INDICATED OTHERWISE WITHIN THE PLAN.

4. THE CONTRACTOR SHALL MAINTAIN A MAXIMUM 2.00% SLOPE IN ANY DIRECTION AT ALL LANDINGS, LANDING AREAS, BUT ARE NOT LIMITED TO THE TOP AND BOTTOM OF AN ACCESSIBLE RAMP. AT ACCESSIBLE RAMP LANDINGS, THE CONTRACTOR SHALL MAINTAIN A MAXIMUM 2.00% SLOPE ALONG THE ACCESSIBLE PATH OF TRAVEL. THE LANDING AREA SHALL HAVE A MINIMUM CLEAR AREA OF 49 INCHES BY 60 INCHES UNLESS INDICATED OTHERWISE WITHIN THE PLAN.

5. THE CONTRACTOR SHALL MAINTAIN A MAXIMUM 3.00% RUNNING SLOPE AND A MAXIMUM 2.00% CROSS SLOPE ON ANY CURB RAMP ALONG THE ACCESSIBLE PATH OF TRAVEL. WHERE PROVIDED, CURB RAMP FLARE SHALL NOT HAVE A SLOPE GREATER THAN 4 INCHES PER FOOT. A CURB RAMP FLARE SHALL NOT HAVE A SLOPE GREATER THAN 4 INCHES PER FOOT IF A LANDING AREA IS NOT PROVIDED AT THE TOP OF THE RAMP. CURB RAMP FLARE SHALL NOT BE MORE THAN 4 INCHES IN ELEVATION WITHOUT A HANDRAIL. THE CLEAR WIDTH OF A CURB RAMP SHALL BE NO LESS THAN 48 INCHES.

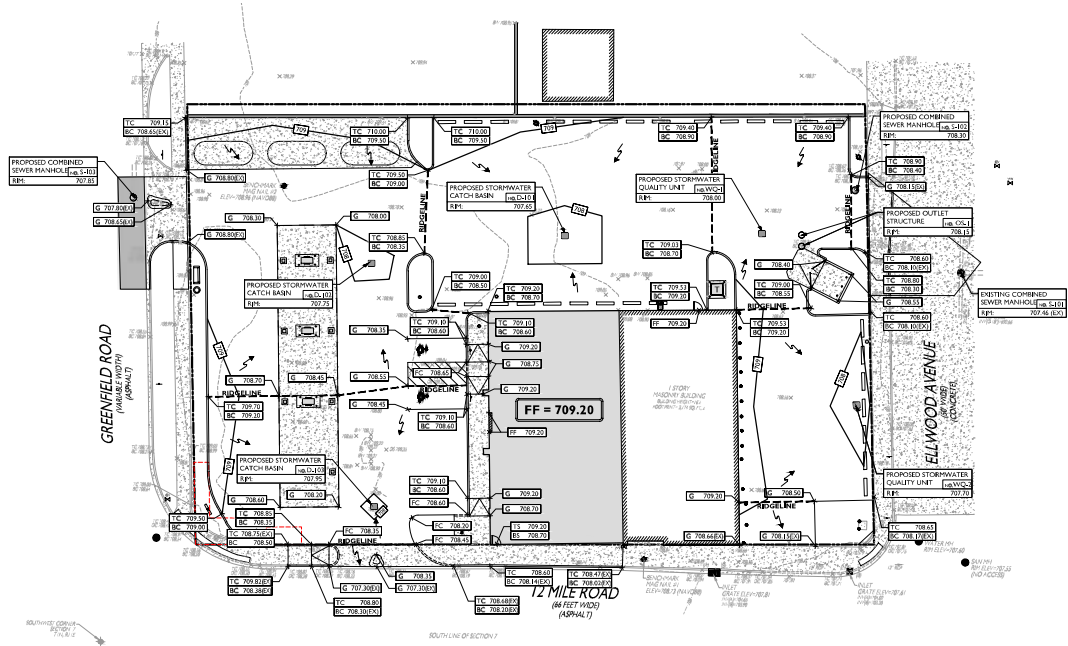
6. ACCESSIBLE RAMP WITH A RISE GREATER THAN 4 INCHES SHALL CONTAIN COMPLIANT HANDRAILS ON BOTH SIDES OF THE RAMP AND SHALL NOT BE MORE THAN 30 IN ELEVATION WITHOUT A LANDING AREA IN BETWEEN RAMP RUNS. LANDING AREAS SHALL ALSO BE PROVIDED AT THE TOP AND BOTTOM OF THE RAMP. A TYP. REBENT SURFACE SHALL BE CONSTRUCTED ALONG THE ACCESSIBLE PATH AND WITHIN ADA PARKING AREAS.

7. THE CONTRACTOR SHALL INSURE A MAXIMUM OF 1/4 INCH VERTICAL CHANGE IN LEVEL ALONG THE ACCESSIBLE PATH. WHERE A CHANGE IN LEVEL BETWEEN 1/4 INCH AND 1/2 INCH OCCURS, CONTRACTOR SHALL INSURE THAT THE TOP 1/4 INCH CHANGE IN LEVEL IS BUILT WITH A SLOPE NOT STEEPER THAN 1:1 UNIT VERTICAL AND 2 UNITS HORIZONTAL (2:1 SLOPE).

8. THE CONTRACTOR SHALL INSURE THAT ANY OPENINGS (GAPS OR HORIZONTAL SEPARATION) ALONG THE ACCESSIBLE PATH SHALL NOT ALLOW PASSAGE OF A SPHERE GREATER THAN 1 INCH.

GRAPHIC SCALE IN FEET

1" = 20'



BENCHMARKS

BENCHMARK #1 = 794.00 (NAD83) = 798.73 (NAVD83)

BENCHMARK #2 = 794.00 (NAD83) = 798.73 (NAVD83)

BENCHMARK #3 = 794.00 (NAD83) = 798.73 (NAVD83)

BENCHMARK #4 = 794.00 (NAD83) = 798.73 (NAVD83)

BENCHMARK #5 = 794.00 (NAD83) = 798.73 (NAVD83)

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BENCHMARK #7 = 794.00 (NAD83) = 798.73 (NAVD83)

BENCHMARK #8 = 794.00 (NAD83) = 798.73 (NAVD83)

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BENCHMARK #10 = 794.00 (NAD83) = 798.73 (NAVD83)

BENCHMARK #11 = 794.00 (NAD83) = 798.73 (NAVD83)

BENCHMARK #12 = 794.00 (NAD83) = 798.73 (NAVD83)

BENCHMARK #13 = 794.00 (NAD83) = 798.73 (NAVD83)

BENCHMARK #14 = 794.00 (NAD83) = 798.73 (NAVD83)

BENCHMARK #15 = 794.00 (NAD83) = 798.73 (NAVD83)

NO.	DATE	ISSUE	DESCRIPTION
1	08/14/2023	FOR SITE PLAN	SPECIAL LAND USE APPROVAL
2	08/14/2023	FOR SITE PLAN	SPECIAL LAND USE APPROVAL
3	08/14/2023	FOR SITE PLAN	SPECIAL LAND USE APPROVAL

NOT APPROVED FOR CONSTRUCTION

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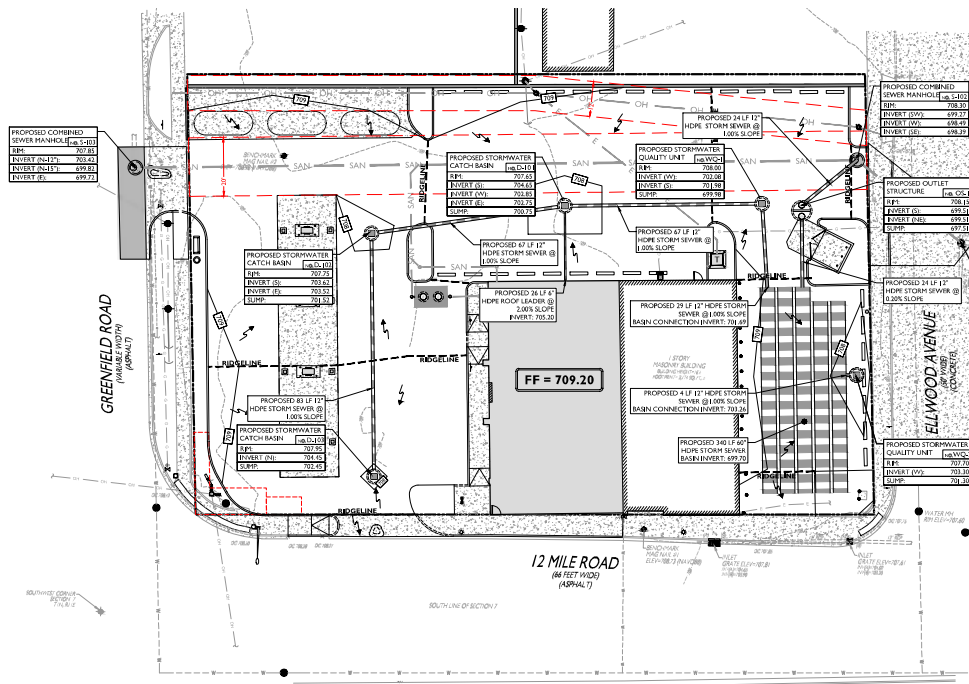
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Phone 205.247.1115

SCALE: 1" = 20' PROJECT #24-0434M

TITLE: GRADING PLAN

DRAWING: C-4



STORMWATER MANAGEMENT CALCULATIONS

Based on National Stormwater Engineering Design Standards (NSDEDS) (2010-2011) edition.

Project: Breakpoint Development - Bentley Designer: NAB Date: 01/07/23

PART A: Determination of Surface Runoff

Landcover	Area (AC)	Area (SF)	C-Value ^a	Weighted Value
Building - Pavement	3.74	13,200	0.95	12.545
Landscaped Area - HGS D	0.01	3,330	0.30	0.999
Subtotal	0.80	34,530		13.544

^aValues obtained from National Stormwater Engineering Design Standards (NSDEDS) (2010-2011) edition.

$$T_{con} = 30.28P^{0.101} / (R^{0.737})^{0.401}$$

T_{con} = Time of Concentration

Retention - Assume 20 min

Conversion Factor - Assume 15 min

Size < 4 acres - Assume 10 min

PART C: Channel Protection Volume Control

$$V_{con} = 4.719 \cdot C \cdot A$$

In High Ground Water Present On-Site?

In Infiltration > 0.24 inch Available On-Site?

$$R_{con} = 0.24 \text{ inch} - \text{Soil not suitable for infiltration}$$

0.24 inch < R_{con} < 0.50 inch - Supplemental Measures Required

0.50 inch < R_{con} - No Supplemental Measures Required

PART D: Water Quality Control

Nonstructural Measures

In Mechanical Separation Proposed?

$$I_{con} = 3.352(T_{con} + 0.1)^{0.771}$$

$$Q_{con} = C \cdot A \cdot I_{con}$$

Sediment Retention

In Porewater Proposed?

$$V_{con} = 0.04 \cdot C \cdot A$$

PART E: Channel Protection Rate Control Extended Detention

$$V_{con} = 0.04 \cdot C \cdot A$$

$$H_{con} = V_{con} / (16.667 \cdot Q_{con})$$

$$H_{con} = 1.6667 \cdot Q_{con}$$

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$$H_{con} = 1.6667 \cdot Q_{con}$$

SYMBOL DESCRIPTION

PROPERTY LINE

PROPOSED GRADING CONTOUR

PROPOSED GRADING RIDGELINE

PROPOSED STORMWATER STRUCTURES

PROPOSED STORMWATER PILING

PROPOSED UNDERGROUND OUTLET STRUCTURE

PROPOSED UNDERGROUND OUTLET STRUCTURE

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DRAINAGE AND UTILITY NOTES

1. THE CONTRACTOR TO REFORM A TEST PIT PRIOR TO CONSTRUCTION (RECOMMEND 30 DAYS PRIOR) AT LOCATIONS OF EXISTING UTILITY CROSSINGS FOR STORMWATER IMPROVEMENTS SHOULD A CONFLICT EXIST. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC IN WRITING. THE CONTRACTOR SHALL START CONSTRUCTION OF STORM LINES AT THE LOWEST INVERT AND WORK UPGRADE.

2. THE CONTRACTOR IS REQUIRED TO CALL THE APPROPRIATE AGENCY FOR NOTICES OF CONSTRUCTION (NOC) AND UTILITY MARK OUT PRIOR TO THE START OF CONSTRUCTION IN ACCORDANCE WITH STATE LAW. CONTRACTOR IS REQUIRED TO CORRECT THE HORIZONTAL AND VERTICAL LOCATION OF UTILITIES BY THE FIELD. SHOULD A DISCREPANCY EXIST BETWEEN THE FIELD LOCATION OF A UTILITY AND THE LOCATION SHOWN ON THE PLAN SET OR SURVEY, THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC IMMEDIATELY IN WRITING.

3. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN A RECORD OF THE AS-BUILT LOCATIONS OF ALL PROPOSED UNDERGROUND INFRASTRUCTURE. THE CONTRACTOR SHALL NOTE ANY DISCREPANCIES BETWEEN THE AS-BUILT LOCATIONS AND THE LOCATIONS SHOWN WITHIN THE PLAN SET. THE RECORD SHALL BE PROVIDED TO THE OWNER FOLLOWING COMPLETION OF WORK.

EXCAVATION, SOIL PREPARATION, AND DEWATERING NOTES

1. THE CONTRACTOR IS REQUIRED TO REVIEW THE REFERENCED GEOTECHNICAL OCCURRENCES PRIOR TO CONSTRUCTION. THEIR DOCUMENTS SHALL BE CONSIDERED A PART OF THE PLAN SET.

2. THE CONTRACTOR IS REQUIRED TO PREPARE SUBGRADE SOCS BENEATH ALL PROPOSED IMPROVEMENTS AND BACKFILL ALL EXCAVATIONS IN ACCORDANCE WITH RECOMMENDATIONS BY THE GEOTECHNICAL ENGINEER OF RECORD.

3. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING SHORING FOR ALL EXCAVATIONS AS REQUIRED. CONTRACTOR SHALL HAVE THE SHORING DESIGN PREPARED BY A QUALIFIED PROFESSIONAL SHORING DESIGNER. THE DESIGN SHALL BE SUBMITTED TO STONEFIELD ENGINEERING & DESIGN, LLC AND THE OWNER PRIOR TO THE START OF CONSTRUCTION.

4. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL OPEN EXCAVATIONS ARE PROTECTED AND PROTECTED IN ACCORDANCE WITH THE LATEST OSHA REGULATIONS.

5. THE CONTRACTOR IS RESPONSIBLE FOR ANY DEWATERING DESIGN AND OPERATIONS, AS REQUIRED, TO CONSTRUCT THE PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL OBTAIN ANY REQUIRED PERMITS FOR DEWATERING OPERATIONS AND JACKWATER DEPOSAL.

STORMWATER UNDERGROUND BMP CONSTRUCTION NOTES

1. THE CONTRACTOR SHALL INSTALL AND BACKFILL THE UNDERGROUND BMP IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.

2. UNDERGROUND BASINS SHALL UTILIZE A STONE BACKFILL WITH A PERCENT 100 # S100 S100.

3. NO CONSTRUCTION LOADING OVER UNDERGROUND BASINS IS PERMITTED UNTIL BACKFILL IS COMPLETE PER THE MANUFACTURER'S SPECIFICATIONS. NO VEHICLES SHALL BE STAGED OR OPERATE FROM A FIXED POSITION OVER THE BASIN.

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Phone: 205.247.1115

SITE DEVELOPMENT PLANS

MUG & JUG

PROPOSED COMMERCIAL REDEVELOPMENT

PARCEL: B00-200755000, 200755000, & 200755000
CITY OF BENTLEY
DANLON COUNTY, MICHIGAN

STATE OF MICHIGAN
DEPARTMENT OF NATURE RESOURCES
DIVISION OF LAND AND WATER
BENTLEY, MICHIGAN

STONEFIELD
ENGINEERING & DESIGN, LLC

SCALE: 1" = 30' PROJECT ID: DET-34804
TITLE: STORMWATER MANAGEMENT PLAN
DRAWING: C-5



LIGHT FIXTURE 'A' & 'B'



LIGHT FIXTURE 'C' & 'D'



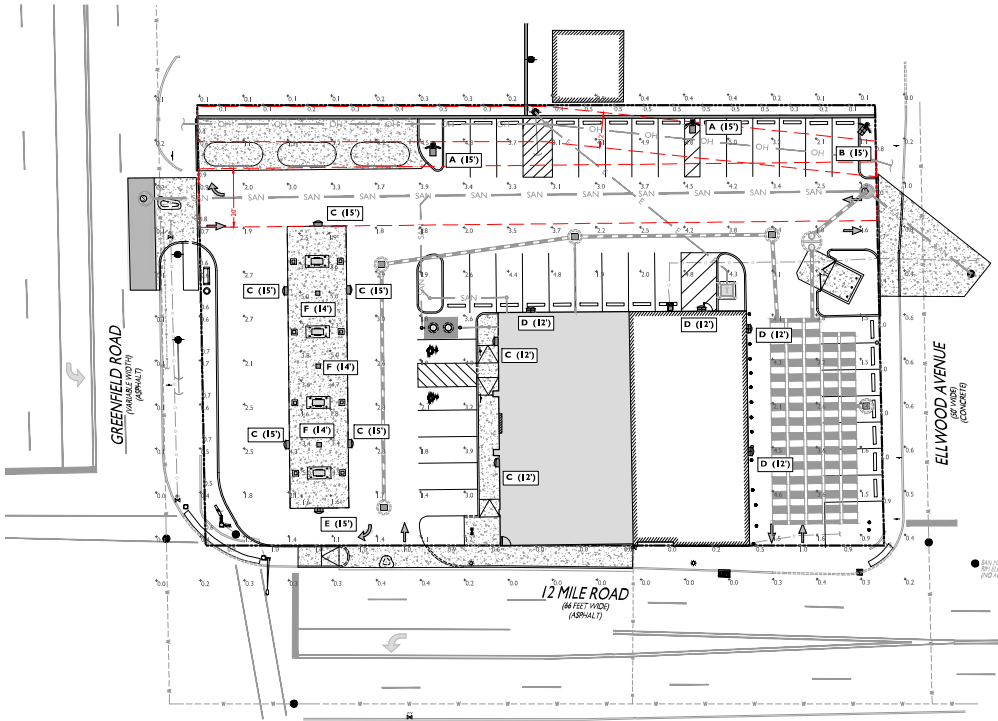
LIGHT FIXTURE 'E'



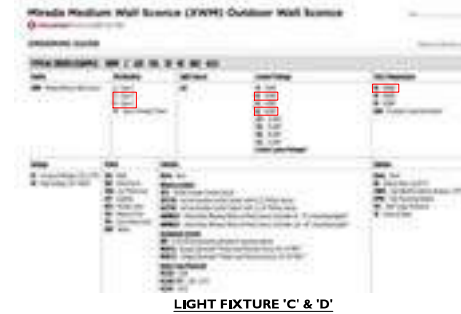
LIGHT FIXTURE 'F'

PROPOSED LUMINAIRE SCHEDULE						
SYMBOL	LABEL	QUANTITY	SECURITY LIGHTING	DISTRIBUTION	LLF	MANUFACTURER
	A	2	MIRADA MEDIUM LED AREA LIGHT - 12L - 30K - BACKSHIELD	TYPE II	0.9	LSLIGHTING
	B	1	MIRADA MEDIUM LED AREA LIGHT - 7L - 30K - BACKSHIELD	PT	0.9	LSLIGHTING
	C	7	MIRADA MEDIUM WALL SCONCE - 6L - 30K	TYPE III	0.9	LSLIGHTING
	D	4	MIRADA MEDIUM WALL SCONCE - 6L - 30K	TYPE IV	0.9	LSLIGHTING
	E	1	MIRADA SMALL SILICONE - 2L - 30K	TYPE II	0.9	LSLIGHTING
	F	3	LED SOFT LIGHT - 5S - WW	NA	0.9	LSLIGHTING

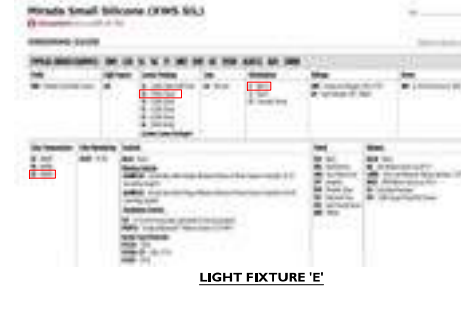
LIGHTING REQUIREMENTS		
CODE SECTION	REQUIRED	PROPOSED
§ 18A-141(a)(3)	LIGHTS ON POLES, INCLUDING THE BASE, SHALL NOT BE TALLER THAN THE BUILDING WHOLE AND THEY ELUIMATE NOT TALLER THAN 20 FT, WHENEVER B SHORTER.	10 FT
§ 18A-141(b)(4)	LEVEL OF LIGHTING SHALL NOT EXCEED: 0.5 FC AT RESIDENTIAL PROPERTY LINE 1.0 FC AT NON-RESIDENTIAL PROPERTY LINE 10 FC	0.5 FC 1.0 FC 10 FC
§ 18A-141(c)	OFF-STREET PARKING LEVEL OF LIGHTING: MINIMUM 1.5 FC MAXIMUM 5.0 FC	1.5 FC 5.0 FC



LIGHT FIXTURE 'A' & 'B'



LIGHT FIXTURE 'C' & 'D'



LIGHT FIXTURE 'E'

SYMBOL DESCRIPTION

A (XXC) PROPOSED LIGHTING FIXTURE (MOUNTING HEIGHT)

+XX PROPOSED LIGHTING INTENSITY (FOOTCANDLES)

PROPOSED AREA LIGHT

PROPOSED BUILDING MOUNTED / CANOPY LIGHT

GENERAL LIGHTING NOTES

- THE LIGHTING LEVELS DERIVED WITHIN THE PLAN SET ARE CALCULATED UTILIZING DATA OBTAINED FROM THE LITTED MANUFACTURER ACTUAL ILLUMINATION LEVELS AND PERFORMANCE OF ANY PROPOSED LIGHTING FIXTURE MAY VARY DUE TO UNCONTROLLABLE VARIABLES SUCH AS WEATHER, VOLTAGE SUPPLY, LAMP TOLERANCE, EQUIPMENT SERVICE LIFE AND OTHER VARIABLE FIELD CONDITIONS.
- WHERE APPLICABLE, THE EXISTING LIGHT LEVELS DERIVED WITHIN THE PLAN SET SHALL BE CONSIDERED APPROXIMATE. THE EXISTING LIGHT LEVELS ARE BASED ON FIELD OBSERVATIONS AND THE MANUFACTURER'S DATA OF THE ASSUMED OR MOST SPEAKING LIGHTING FIXTURE MODEL.
- UNLESS NOTED OTHERWISE WITHIN THE PLAN SET, THE LIGHT LOSS FACTORS USED IN THE LIGHTING ANALYSIS ARE AS FOLLOWS:
 - LIGHT EMISSION LOSS: 0.72
 - HIGH PRESSURE SODIUM: 0.72
 - METAL HALIDE: 0.72
- THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC IN WRITING, PRIOR TO THE START OF CONSTRUCTION, OF ANY PROPOSED LIGHTING LOCATIONS THAT CONFLICT WITH EXISTING PROPOSED SHADING, UTILITY, OR OTHER APPROPRIATE.
- THE CONTRACTOR IS RESPONSIBLE TO PREPARE A WIRING PLAN AND PROVIDE ELECTRIC SERVICE TO ALL PROPOSED LIGHTING FIXTURES. THE CONTRACTOR IS REQUIRED TO PREPARE AN AS-BUILT PLAN OF WIRING AND PROVIDE COPIES TO THE OWNER AND STONEFIELD ENGINEERING & DESIGN, LLC.

NO.	DATE	ISSUE	DESCRIPTION
1	08/14/2023	ISSUE	FOR SITE PLAN: SPECIAL LAND USE APPROVAL
2	08/14/2023	ISSUE	FOR SITE PLAN: SPECIAL LAND USE APPROVAL
3	08/14/2023	ISSUE	FOR SITE PLAN: SPECIAL LAND USE APPROVAL

NOT APPROVED FOR CONSTRUCTION

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Phone: 248.247.1115

SITE DEVELOPMENT PLANS

MUG & JUG

PROPOSED COMMERCIAL
REDEVELOPMENT

PARCEL: B02-230735009, 230735008, & 230735040
CITY OF BIRMINGHAM
DAKING COUNTY, MICHIGAN

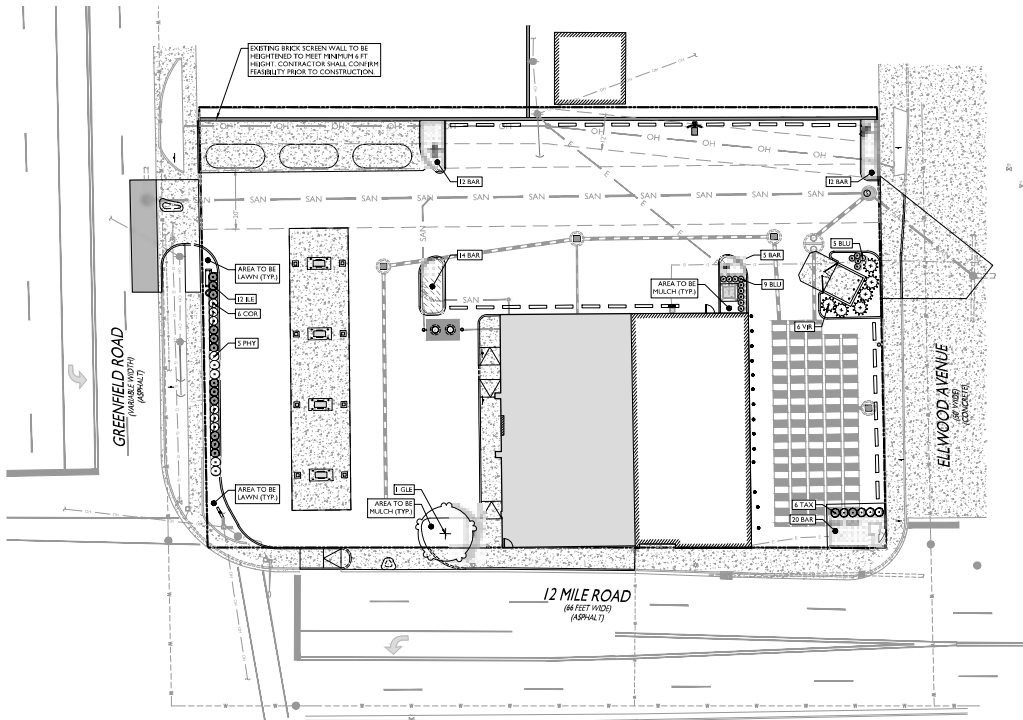
STATE OF MICHIGAN
ENGINEER
HARRIS, KENNEDY & ASSOCIATES, P.C.

STONEFIELD
engineering & design

SCALE: 1" = 20' PROJECT ID: DET-24034

TITLE: LIGHTING PLAN

DRAWING: C-7



LANDSCAPING REQUIREMENTS		
CODE SECTION	REQUIRED	PROPOSED
§ 118-222.0(3)(c)	PARKING LOT SCREENING WHERE A PARKING LOT ADJUTS A RESIDENTIAL DISTRICT: A 10 FT TALL MASONRY WALL REQUIRED	EXISTING WALL TO BE REBUILT

PLANT SCHEDULE						
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
DECIDUOUS TREES						
	GLE	1	GLEDTIS TRACANTHERIS (COMMON HONEY LOCUST)	SHADEMASTER HONEY LOCUST	2" - 2.5" CAL	886
EVERGREEN TREES						
	BLU	14	JUNIPERUS SCLOPORUM (BLUE ARROW)	BLUE ARROW JUNIPER	6" - 8" HT	886
	VER	6	JUNIPERUS VIRGINIANA (M. SELECT GREEN)	EMERALD FEATHER EASTERN REDCEDAR	6" - 8" HT	886
SHRUBS						
	COR	6	CORNUS STOLONIFERA (TANAKOY)	ARCTIC FIRE RED TWIG DOGWOOD	18" - 24"	POT
	PHY	3	PHYSCALUS OULIFOLIUS (LITTLE RED)	LITTLE LEAF DOGWOOD	18" - 24"	POT
	ELK	12	ELK GLABRA (CORPACIA)	COMPACT INKBERY	18" - 24"	POT
	TAX	6	TAXUS F. NEMORALIS (NORFOLK)	DENSE ANGLO-JAPANESE YEW	18" - 24"	POT
GROUND COVERS						
	BAR	63	JUNIPERUS HORIZONTALIS (BAR HARBOUR)	BAR HARBOUR CREeping JUNIPER	1 GAL	POT 16" O.C.

NOTE: IF ANY DISCREPANCIES OCCUR BETWEEN AMOUNTS SHOWN ON THE LANDSCAPE PLAN AND WITHIN THE PLANT LIST, THE PLAN SHALL PREVAIL.



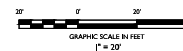
Know what's below
Call before you dig.

IRIGATION NOTE:

IRIGATION CONTRACTOR TO PROVIDE A DESIGN FOR AN IRIGATION SYSTEM SEPARATING PLANTING BEDS FROM LAWN AREA. PRIOR TO CONSTRUCTION, DESIGN IS TO BE SUBMITTED TO THE PROJECT LANDSCAPE DESIGNER FOR REVIEW AND APPROVAL. WHERE POSSIBLE, DRIP IRIGATION AND OTHER WATER CONSERVATION TECHNIQUES SUCH AS RAIN SENSORS SHALL BE IMPLEMENTED. CONTRACTOR TO VERIFY HAZARD OR SITE EXISTING WATER PRESSURE AVAILABLE MEASURED IN PSI PRESSURE REDUCING DEVICES OR BOOSTER PUMPS SHALL BE PROVIDED TO MEET SYSTEM PRESSURE REQUIREMENTS. DESIGN TO SHOW ALL VALVE PIPING, HEADS, BACKFLOW PREVENTION, METER, CONTROLLER AND SENSORS WITHIN HARDSCAPE AREAS.

LANDSCAPING NOTES:

- THE CONTRACTOR SHALL RESTORE ALL DISTURBED GRADE AND LANDSCAPED AREAS TO MATCH EXISTING CONDITIONS UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET.
- THE CONTRACTOR SHALL RESTORE ALL DISTURBED LAWN AREAS WITH A MINIMUM 4 INCH LAYER OF TOPSOIL AND SEED.
- THE CONTRACTOR SHALL RESTORE MULCH AREAS WITH A MINIMUM 3 INCH LAYER OF MULCH.
- THE MAXIMUM SLOPE ALLOWABLE IN LANDSCAPE RESTORATION AREAS SHALL BE 3 FEET HORIZONTAL TO 1 FOOT VERTICAL (3:1) SLOPES ARE TO BE INDICATED WITHIN THE PLAN SET.
- THE CONTRACTOR IS REQUIRED TO LOCATE ALL SPRINKLER HEADS IN AREA OF LANDSCAPED DISTURBANCE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL RELOCATE SPRINKLER HEADS AND LINES IN ACCORDANCE WITH OWNERS' DIRECTION WITHIN AREAS OF DISTURBANCE.
- THE CONTRACTOR SHALL ENSURE THAT ALL DISTURBED LANDSCAPED AREAS ARE GRADED TO MEET FLUSH AT THE EDGES OF DRIVEWAYS AND TOP OF CURB ELEVATIONS EXCEPT UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET. NO ABRUPT CHANGES IN GRADE ARE PERMITTED IN DISTURBED LANDSCAPED AREAS.



NO.	DATE	ISSUE	DESCRIPTION
1	08/14/2023	FOR SITE PLAN	SPECIAL LAND USE APPROVAL
2	08/14/2023	FOR SITE PLAN	SPECIAL LAND USE APPROVAL
3	08/14/2023	FOR SITE PLAN	SPECIAL LAND USE APPROVAL

NOT APPROVED FOR CONSTRUCTION

STONEFIELD
engineering & design



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www.stonefielddesign.com
355 S. Old Woodward Avenue, Suite 121, Birmingham, AL 35209
Phone 205.247.1115

SITE DEVELOPMENT PLANS

MUG & JUG

**PROPOSED COMMERCIAL
REDEVELOPMENT**

PARCEL: BDC-210735509, 210735509, & 210735540
CITY OF BIRMINGHAM
DAKOTA COUNTY, MICHIGAN



STONEFIELD
engineering & design

SCALE: 1" = 20' PROJECT ID: DET-2405M

TITLE:

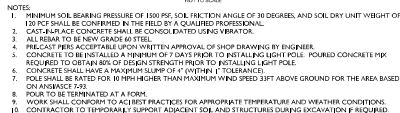
LANDSCAPING PLAN

DRAWING:

C-8



1. **Introduction**
 2. **Background**
 3. **Methodology**
 4. **Results**
 5. **Conclusion**
 6. **References**
 7. **Appendix**
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 217. **Figure 208**

[illegible]

SITE DEVELOPMENT PLANS

MUG & JUG

PROPOSED COMMERCIAL REDEVELOPMENT

PARCEL IDS: 2507355039, 2507355038, & 2507355040
4162 TWELVE MILE ROAD
CITY OF BERKLEY
OAKLAND COUNTY, MICHIGAN



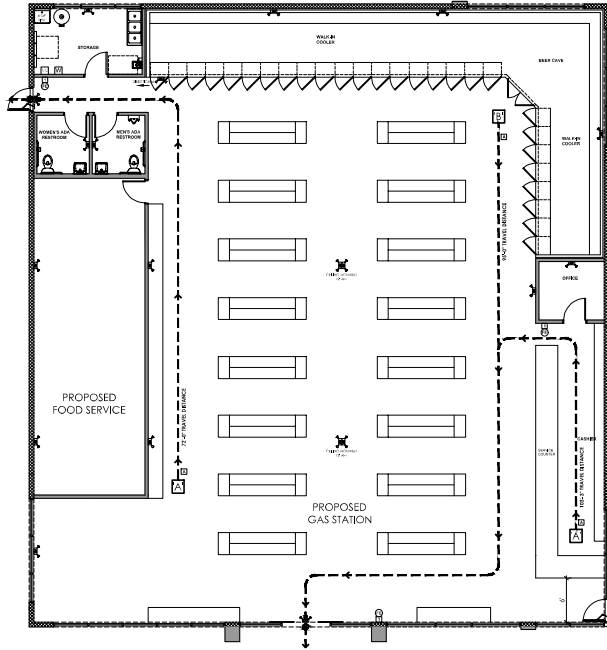
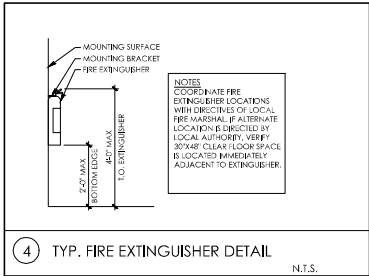
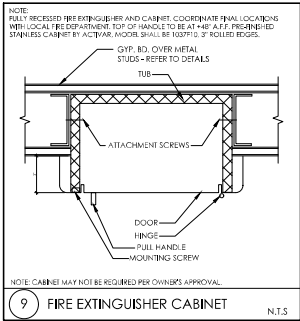
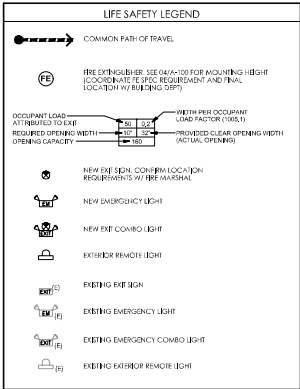
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TITLE

CONSTRUCTION DETAILS

DRAWING:

C-II



KEYED NOTES [X]

1. E.G. TO DETERMINE & INSTALL NEW FIRE EXTINGUISHERS AS PER 01/1-100, COORDINATE WITH BUILDING SFP. WHEN MOUNTING ADJACENT TO DOOR OPENING, MAINTAIN 12" CLEAR TO DOOR OPENING FOR AD COMPLIANCE. FINAL LOCATION, MOUNTING HEIGHT, & CAPACITY BY FIRE INSPECTOR. E.G. TO VERIFY FIRE MARSHAL REQUIREMENTS FOR INSPECTION & TAGGING, REFER TO FIRE EXTINGUISHER CABINET DETAIL 9 AND 10 ON THIS SHEET. FOR ADDITIONAL INFORMATION, DO NOT EXCEED 750' OF TRAVEL ALONG EXITS FROM AREAS.

KEYED NOTE [X]

A. MIN. 4' PATH OF EGRESS SHALL BE UNOBSTRUCTED AT ALL TIMES.

ACCESSIBILITY PLAN NOTES:

1. AT LEAST 95% OF ALL RIBBED SEATING OF TABLES IN A PUBLIC SPACE SHALL COMPLY WITH BUILDING CODE.

2. TABLES SHALL HAVE A MINIMUM CLEAR WIDTH OF 44 INCHES.

3. SERVICE COUNTER SHALL BE ACCESSIBLE.

ACCESSIBILITY PLAN LEGEND:

MIN. 4' WIDE CLEAR ACCESSIBLE PASSAGE WAY.

TYPICAL CLEAR WHITE CHAIR FLOOR SPACE WHERE REQUIRED.

EGRESS PATHS	
EXIT PATH	EXIT PATH DISTANCE
1'	TOTAL PATH LENGTH = 10'0"
2'	TOTAL PATH LENGTH = 20'0"
3'	TOTAL PATH LENGTH = 30'0"



ADG DESIGN STUDIO
189 E. BIG BEAVER ROAD
SUITE 200
TROY, MICHIGAN 48063
P. 248-254-3834
W. ABRODESIGNGROUP.COM

PROJECT:
**MUG & JUG
GAS STATION**

- BUILDING SHELL & INTERIORS -
4162 TWELVE MILE ROAD,
BERKLEY, MI 48072

SHEET TITLE:
**LIFE SAFETY AND
EGRESS PLAN**

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DATE: 03.20.25 **ISSUE:** SFA

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SHEET NO:
A-0.1



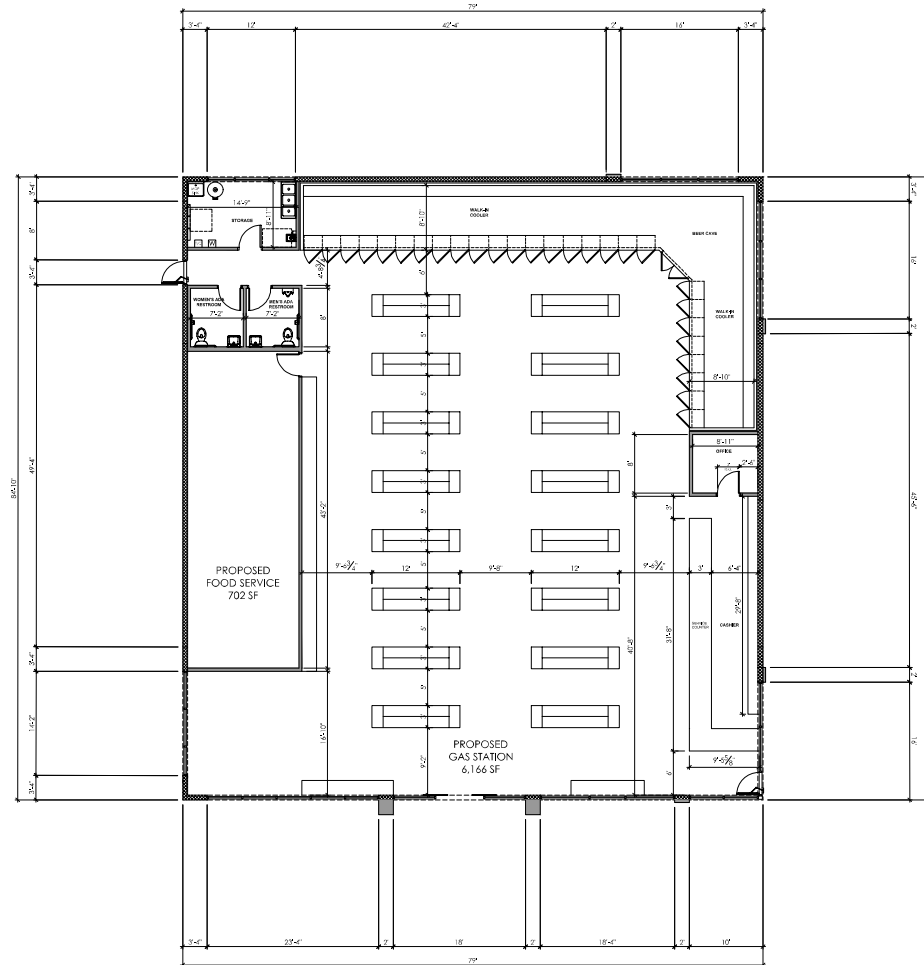
LIFE SAFETY AND EGRESS PLAN

SCALE: 1/8" = 1'-0"



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FLOOR PLAN KEY NOTES:	
1	4" H. BURNED RED C-BLOCK EXTERIOR STRUCTURAL WALL - 12" D.
2	CLEAR INSULATED GLASS IN BLACK ANODIZED ALUMINUM FRAME ENTRY DOOR.
3	CLEAR INSULATED GLASS IN BLACK ANODIZED ALUMINUM FRAME STOREFRONT CURTAIN WALL SYSTEM.
4	NOT USED



FLOOR PLAN
SCALE:

1/8" = 1'-0"
0 2 4 8 16'

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PROJECT:

MUG & JUG
GAS STATION

- BUILDING SHELL & INTERIORS -

4162 TWELVE MILE ROAD,
BERKLEY, MI. 48072

SHEET TITLE:

FLOOR PLAN

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DATE: ISSUE:

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57A

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PROJECT NO:

091724

SHEET NO:

A-1.1

PROJECT:

**MUG & JUG
GAS STATION**

- BUILDING SHELL & INTERIORS -

4162 TWELVE MILE ROAD,
BERKLEY, MI 48072

SHEET TITLE:

**GAS PUMP
CANOPY PLAN,
ELEVATIONS
AND DETAILS**

DO NOT SCALE DRAWINGS
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DATE: ISSUE:

03.20.25 SPA

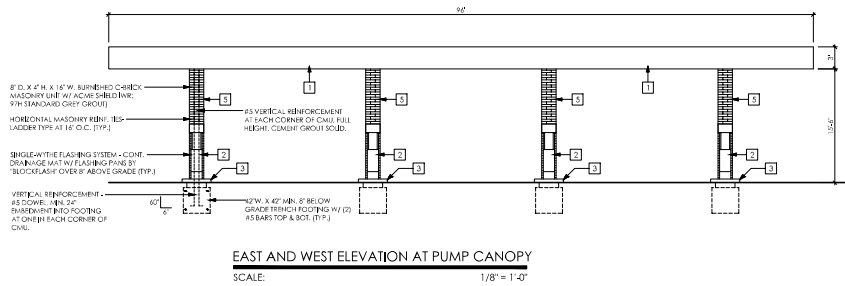
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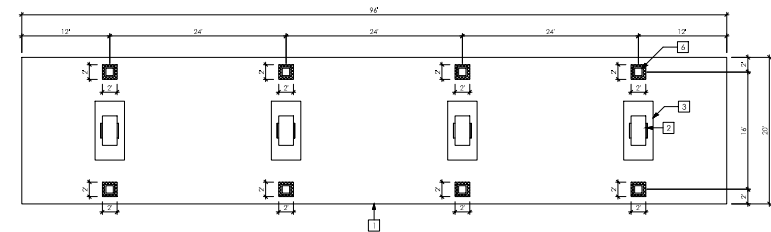
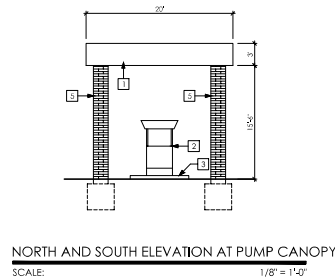
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PUMP CANOPY KEY NOTES:	
1	CANOPY OVERHANG, ARTWORK, BRANDING BY OTHERS. OWNER WILL PROVIDE. VENDOR WILL PROVIDE THEIR OWN STRUCTURAL COLUMNS AND FOOTINGS AS THE & NOT PART OF THESE PLANS.
2	GAS PUMPS BY OTHERS.
3	CURB AT PUMP BY OTHERS.
4	STRUCTURAL STEEL BUILDING COLUMN.
5	8\"/>
6	VENDOR WILL PROVIDE THEIR OWN STRUCTURAL COLUMNS AND FOOTINGS AS THE & NOT PART OF THESE PLANS. PLAN HAS DESIGNATED TO 36\"/>



north



GAS PUMP CANOPY PLAN

SCALE:

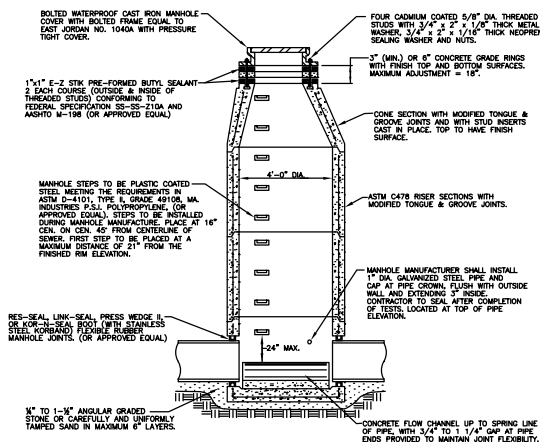
1/8" = 1'-0"



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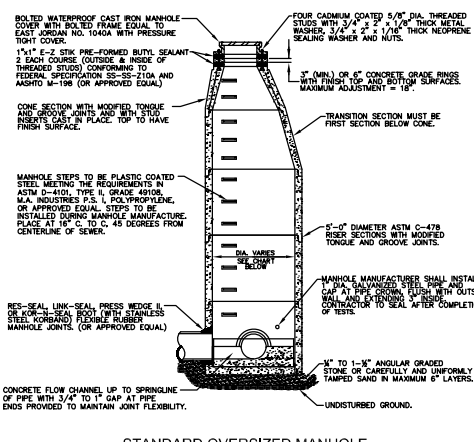
SANITARY SEWER CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF THE LOCAL UNIT OF GOVERNMENT AND THE WATER RESOURCES COMMISSIONER (WRIC). ALL SANITARY SEWER CONSTRUCTION SHALL HAVE FULL-TIME INSPECTION SUPERVISOR PRESENT AT ALL TIMES. THE INSPECTION SUPERVISOR SHALL BE A LICENSED PROFESSIONAL ENGINEER PROVIDED BY OR CAUSED TO BE PROVIDED BY, THE LOCAL UNIT OF GOVERNMENT.
2. AT ALL CONNECTIONS TO SINK SEWERS OF EXTENSIONS, AND BEFORE START OF CONSTRUCTION, THE CONTRACTOR MUST OBTAIN A SEWER INSPECTION PERMIT ISSUED BY WRIC. GRAVITY SEWER PERMIT CHARGES ARE \$250 FOR EACH 100 FEET PLUS \$25 FOR EACH MANHOLE CONNECTION. PRESSURE SEWER PERMIT CHARGES ARE \$250 PER 2,440 L.F. OF FORCE MAIN WITH A MINIMUM PERMIT FEE OF \$250. FAILURE TO PASS ANY TEST SEWAGE WILL RESULT IN AN ADDITIONAL CHARGE TO THE CONTRACTOR FOR EACH RETEST. IN ACCORDANCE WITH THE ABOVE PERMIT CHARGES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY AND ALL TESTS AND CLOSURE COST DEPOSIT. THE CONTRACTOR SHALL NOTIFY THE LOCAL UNIT OF GOVERNMENT AND WRIC (248-888-1105) PRIOR TO THE BEGINNING OF CONSTRUCTION. FINAL ACCEPTANCE TESTS SHALL BE WITNESSED BY COUNTY PERSONNEL AND APPROVED BY MUNICIPALITY OR ITS CONSULTANT IN ADVANCE WITH 24 HOUR NOTICE AT 248-888-1105.
3. NO SEWER INSTALLATION SHALL HAVE AN INFILTRATION EXCEEDING 100 GALLONS PER INCH DIAMETER PER MILE OF PIPE IN A 24 HOUR PERIOD. NO SINGLE PIPE BEHIND OR BETWEEN MANHOLES SHALL EXCEED 100 GALLONS PER INCH DIAMETER PER MILE AIR TESTS IN LINE OF INFILTRATION TESTS SHALL BE AS SPECIFIED IN THE WATER RESOURCES COMMISSIONER STANDARDS. ONLY JOINTS AND PIPE JOINTS APPROVED BY WRIC MAY BE USED.
4. LOCATED IN THE FIRST MANHOLE UPSTREAM FROM THE POINT OF ALL CONNECTIONS TO AN EXISTING WRC PIPE, OR EXTENSION THEREOF, A TEMPORARY 12-INCH DEEP SUMP SHALL BE PROVIDED IN THE FIRST MANHOLE ABOVE THE CONNECTION WHICH WILL BE FILLED IN DURING SUCCESSFUL COMPLETION OF ANY ACCEPTANCE TEST UP TO THE POINT OF SUMP. THE SUMP SHALL BE PROTECTED BY A WATERTIGHT BULKHEAD SHALL BE PROVIDED ON THE DOWNSTREAM SIDE OF THE SUMP MANHOLE.
5. AT ALL TIMES WHEN LAYING OF NEW PIPE IS NOT ACTUALLY IN PROGRESS, THE UPSTREAM OPEN END OF THE PIPE SHALL BE CLOSED BY TEMPORARY WATERPLUGS OR BY OTHER APPROVED MEANS. IF WATER IN THE TRENCH WHEN WORK IS RESUMED, THE PLUG SHALL NOT BE REMOVED UNTIL THE DANGER OF WATER ENTERING THE PIPE HAS PASSED.
6. ALL BUILDING LEADS AND RISERS SHALL BE SIX INCH SDR 25.3 ADE PIPE WITH CHEMICALLY FUSED JOINTS OR AN APPROVED EJECT PIPE AND JOINT. BUILDING LEADS TO BE FURNISHED WITH REMOVABLE AIRPORT OR WATERPROOF STOPPER PIPE SHALL BE INSTALLED IN CONFORMANCE TO WRC SPECIFICATIONS.
7. ALL RICO SEWER PIPE SHALL BE INSTALLED IN CLASS "B" BEHIND OR BETTER, ALL FLEXIBLE, SEMI-FLEXIBLE, OR COMPOSITE SEWER PIPE SHALL BE INSTALLED IN CONFORMANCE TO WRC SPECIFICATIONS.
8. ALL NEW MANHOLES SHALL HAVE WRIC APPROVED FLEXIBLE, WATERTIGHT SEALS WHERE PIPES PASS THROUGH WALLS. MANHOLES SHALL BE OF THE TYPE APPROVED BY WRIC. ALL MANHOLES SHALL BE OF THE GAGGET TYPE. THE PRE CAST MANHOLE CONE SECTIONS SHALL BE WRIC APPROVED MODIFIED ECCENTRIC CONE TYPE. ALL MANHOLES SHALL BE PROVIDED WITH BOLD, WATERTIGHT COVERS.
9. AT ALL CONNECTIONS TO MANHOLES ON SINK SEWERS, OR EXTENSIONS THEREOF, DROP CONNECTIONS WILL BE REQUIRED WHEN THE DIFFERENCE IN INVERT ELEVATIONS EXCEEDS 18 INCHES.
10. TAPS TO EXISTING MANHOLES SHALL BE MADE BY CORING. THE CONTRACTOR SHALL PLACE A KERN-IN-SEAL ROOT PROOF AND APPROVED EJECT PIPE AFTER CORING IS COMPLETED. BOLD DRILLING WILL NOT BE PERMITTED IN USE OF CORING WITH WRIC APPROVAL.
11. MANHOLES CONSTRUCTED DIRECTLY ON SINK SEWERS SHALL BE PROVIDED WITH COVERS READING "WATER RESOURCES COMMISSIONER-SANITARY" IN RAISED LETTERS.
12. NO GROUND WATER, STORM WATER, CONSTRUCTION WATER, DOWN SUMP DRAINAGE OR WET PILE DRAINAGE SHALL BE ALLOWED TO ENTER ANY SANITARY SEWER INSTALLATION.
13. PRIOR TO ANY CONNECTION, THE CONTRACTOR SHALL TELEPHONE MISS DGG (800-462-7717) FOR THE LOCATION OF ALL EXISTING AND PROPOSED UTILITY FACILITIES AND SHALL ALSO NOTIFY REPRESENTATIVES OF OTHER UTILITIES LOCATED IN THE VICINITY OF THE WORK.
14. AN 18 INCH MINIMUM VERTICAL SEPARATION AND A 10 FOOT MINIMUM HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN SANITARY SEWER AND WATER MAIN.
15. NEW MANHOLES BUILT OVER AN EXISTING SANITARY SEWER SHALL HAVE MONOLITHIC PULPED BOTTOMS.
16. IF THE STRUCTURE FALLS WITHIN THE ROADBED OF A GRAVEL ROAD OR WITHIN THE UNPAVED SHOULDER OF A



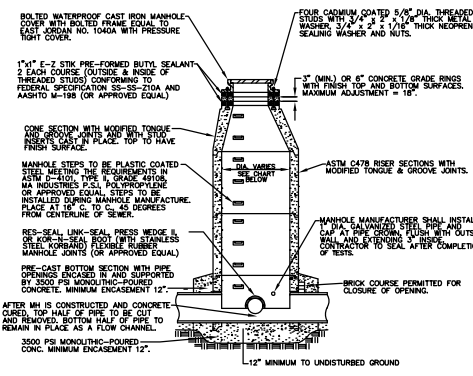
STANDARD MANHOLE

MAX. PIPE SIZE FOR STRAIGHT THRU INSTALLATION	MAX. PIPE SIZE FOR RIGHT ANGLE INSTALLATION
24"	18"



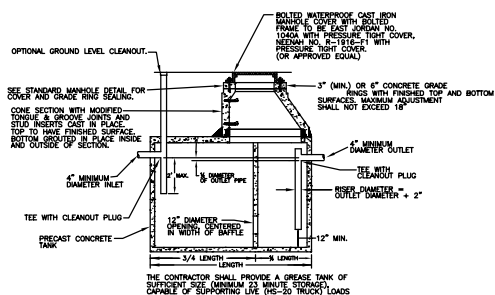
STANDARD OVERSIZED MANHOLE

MANHOLE DIAMETER	MAX. PIPE SIZE FOR STRAIGHT THRU INST.	MAX. PIPE SIZE FOR RIGHT ANGLE INST.
5'	36"	24"
6'	42"	36"
7'	60"	42"

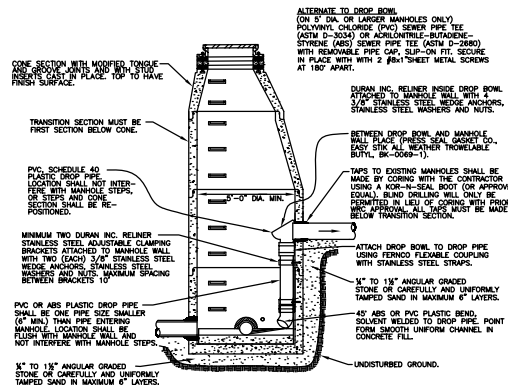


MANHOLE CONSTRUCTED OVER EXISTING SEWER

MANHOLE DIAMETER	MAX. PIPE SIZE FOR STRAIGHT THRU INS.
4'	24"
5'	36"
6'	42"
7'	60"



DOUBLE-COMPARTMENT
GREASE INTERCEPTOR TANK
FOR OUTLET PIPE BURIAL 42" AND DEEPER



INTERIOR DROP CONNECTION

SANITARY SEWER DETAILS AND NOTES

ORIG. DATE:	08/21/02		ONE PUBLIC WORKS DRIVE, BLDG 95 WEST WATERFORD, MICHIGAN 48378-1907
SCALE:	NO SCALE		
DESIGNED BY:	WRC		
DRAWN BY:	WRC Manning		
			SHEET NO.: 1 of 2

SET FROM A MINIMUM OF 12" ABOVE LEVEL OF STANDING WATER.

BOILED WATERPROOF CAST IRON MANHOLE COVER WITH INSULATED FLOOR EQUIV. TO EAST JORDAN NO. 10404 WITH PRESSURE TOUGH COATING.

1" x 1" x 1/2" STK PRE-FORMED BUTYL SEALING LIP, 4" LONG, BUTYL OUTSIDE & INSIDE OF THREADED STUDS.

4" THREADED STUDS TO FEEL TO CONCRETE TO SE-SS-210A AND ASHMITA M-100 (OR EQUIV.)

FOR STANDARD MANHOLE DRAWING OR OTHER MANHOLE DETAIL.

FOUR CADMIUM COATED 5/8" DIA. THREADED STUDS WITH 3/4" x 2" x 1/8" THK METAL WASHERS, 3/4" x 2" x 1/8" THK THREADED SEALING WASHERS.

5" (MIN) OR 6" CONCRETE GRADE RINGS WITH BOLTS TO TOP AND BOTTOM SURFACES. MAXIMUM ALLOWABLE = 18".

ELASTOMERIC SEAL (PRESS SEAL GASKET CO. EASY STK ALL WEATHER TROWABLE BUTYL BK-0099-1) SPREAD OVER ALL JOINT SURFACES.

GENUINE/IMM 6" M. PLASTIC COVER.

BOLTED WATERSTOP CAST IRON PRESSURE
 COLLAR BOLTED FRAME
 DETAIL JOINT NO. 1040A WITH MORTAR
 TIGHT COVER

MORTAR

PAVEMENT

SAND OR GRAVEL BACKFILL
 COMPACTED TO 100% DENSITY

FOUR CASHIM COATED 5/8" DIA. THREADED
 STEEL RODS 14" x 2" DIA. THREADED
 WASHERS 1/4" x 5/8" x 1/16" THICK NEOPRENE
 SEALING WASHER AND NUTS

PAVEMENT

3" (MIN.) OR 6" CONCRETE GRADE BRINGS
 WITH FINER TOP AND BOTTOM SURFACES,
 SET TOP & BOTTOM IN MORTAR
 AND MORTAR
 MAXIMUM ADJUSTMENT - 10"

ELASTOMERIC SEAL (PRESS SEAL GARNET CO.)
 EASY STIK ALL WEATHER TROWABLE BUTYL
 GR-008B-1) SPREAD OVER ALL ADJUTMENT
 MATERIAL

SEE STANDARD MANHOLE DRAWING
 FOR OTHER MANHOLE DETAILS

GEOMAX INC., PLASTIC COVER

(4) 1" DIA. HOLES ON 3-3/4" BOLT CIRCLE
 (2) CLOSED PICK HOLES
 BOLT ON COVER
 (4) BOLTS

26" DIA.
 1 1/2"
 3/4"
 30" DIA.

Diagram illustrating the cross-section of a trench box construction. Key dimensions and components are labeled:

- TRENCH WIDTH**: Indicated at the top.
- MAX. 30" O.D. ± 18"** and **MAX. 157.0 D. ± 247.0 D.**: Dimensions for the top flange.
- 12" MIN.**: Minimum height of the trench box.
- 6" LAYERS OF CAREFULLY COMPACTED CLASS II SAND OR 1" TO 1 1/2" ANGULAR GRADED STONE (OR APPROVED EQUAL)**: Material filling the trench box.
- 4" FOR TRUSS AND WALL PLASTIC PIPE FOR CONCRETE PIPE**: Dimension for the bottom flange.

A cross-sectional diagram of a roof flashing installation. A circular hole is drilled into a roof surface, labeled "MACHINE DRILLED HOLE". The hole has a diameter of "3/4\" MAX.". A "STAINLESS STEEL KORBAND" is inserted into the hole, secured with an "APPROVED PREMIUM JOINT 6\" DIA. HOUSE LEAD". A "STAINLESS STEEL EXTERNAL BAND" is wrapped around the joint. A "NEOPRENE BOOT" is placed over the joint. The roof surface is labeled "STANDARD BEDDING".

Diagram illustrating a standard beam repair using epoxy and a cast iron or cast aluminum saddle. The diagram shows a cross-section of a beam with a hole. A circular hole is shown in the beam, with a diameter labeled "MAX." and a depth labeled "APPROVED PREMIUM JOINT 6\" DIA. HOUSE LEAD." A circular saddle is shown being applied to the hole, with a label "TWO-COMPONENT EPOXY ADHESIVE JOINT APPLIED IN ACCORDANCE WITH INSTRUCTIONS." pointing to the joint. The beam is labeled "STANDARD BEAMING." and the saddle is labeled "CAST IRON OR CAST ALUMINUM SADDLE. SHERMAN TAP OR TO BE INSTALLED IN EACH BEAM.".

16" DIA. 8" IR STEEL REINFORC. LOCATION STAKE PLACED IN BACK FILL TO A POINT 6" BELOW GRADE WITH BROWN SURVEY REBORN WRAPPED & TIED TO TOP.

EXISTING GRADE

ALL HOUSE LEAD PIPE TO BE WRC APPROVED MATERIAL AND JOINT.

10' BELOW FIRST FLOOR ELEVATION MINIMUM FOR BASEMENT SERVICE

MINIMUM 1/8" FALL PER FOOT

BACK FILL WITH STANDARD PLACED PIPE BEDDING TO A MINIMUM 1:1 SLOPE

ROSER

45° BEND

8" WYE NOT ALLOWED

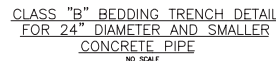
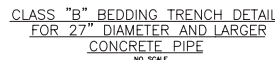
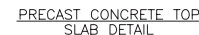
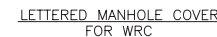
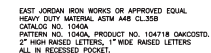
30" MINIMUM

PLACE PIPE AGAINST UNDISTURBED GROUND. BACK FILL WITH GALE TO AVOID SETTLEMENT

1/4" TO 1/2" ANGULAR GRADED STONE PLACED AGAINST UNDISTURBED GROUND FOR SUPPORT OF WYE AND JOINT

REVISION BLOCK			
Part / Base / Source Data: 000			
Rev. No.	Rev. By	Rev. Date	Description
1	CS	02/09/00	ADDED TESTING BLOCK/END WITH PUMP TEST DETAIL
2	JP	03/05/00	MOVED DETAIL 5 FROM SHEET 1 UNTO SHEET 2
3	JP	07/14/00	STANDARDISED CONVEYER APPROVAL FOR DETAIL CHANGES

ORIG. DATE:	05-09-03		ONE PUBLIC WORKS DRIVE, BLDG 95 WEST WATERFORD, MICHIGAN 48326-1907
SCALE:	NO SCALE		
DESIGNED BY:	MWD		
DRAWN BY:	Mapping Staff		



NO SCALE

GENERAL NOTES

- 1. Type and class of pipe shall be as specified on plans.
 - 2. Class "T" bedding shall be used throughout, unless otherwise specified on the plan.
 - 3. All end sections 18" and longer shall be provided with a bar across unless otherwise approved.
 - 4. Standard rip-rap shall be 8"-15" fragmented rock, heavy rip-rap shall be 16"-24" fragmented rock. (No Broken Concrete)
5. MANHOLE REQUIREMENTS:
- new manhole basins, inlets, and manholes are to be manufactured to ASTM C-478 specifications.
 - All new catch basins, inlets, and manholes shall have WRC approved manhole, inlet, or manhole joints with gaskets. Manholes shall be of precast sections with modified gored and rubber gasket joints. All inlet and manhole cone sections shall be WRC approved modified gored cone sections.
 - Top through manhole joints or cone sections are prohibited unless otherwise approved.
 - Manhole steps to be plastic coated steel meeting the requirements in ASTM D 2146, Type B, Grade 4910M, INLAND INDUSTRIES, P.I. Polypropylene, (or equivalent). Steps to be installed directly above manhole manpiece. Place at 16" centers ±4" from centerline of sewer.
 - Cone section with modified gored tongue joints and with stud inserts to provide top to top connection.
 - ASTM C-478 liner section with modified gored tongue joints.
 - Res-seal, (in-riser, sear wedge) i or k or n-read bolt (with threads) and (optional) flexible sealant to provide top to top connection.
 - The Inlet joints of manholes, catch basins, and manholes over 42" and larger in diameter shall be pointed up with mortar upon completion of backfilling.

- 6. **CONCRETE PIPE REQUIREMENTS:**
 - Concrete pipe to be per ASTM 30 standards.
 - Will be required to be 17' all pipe 30 days after installation.
 - The contractor shall provide reinforced concrete pipe as specified on the plans.
 - All reinforced concrete pipe shall have modified grooved joints with a -ring type rubber gasket, per A.S.T.M. specification C443.
 - All joints of manholes, catch basins, and pipe sizes over 42" and larger in diameter shall be pointed up with mortar upon completion of installation.
- 7. **SUMP PUMP LEAK REQUIREMENTS:**
 - All sump pump leads connected to a County Drain pipe shall be leakproofed.
 - Sump pump leads connected to a manhole shall be cored and sealed with Hysol to Kor-Seal.
 - Sump pump mains and leads shall be:
 - ASD (truss and solid wall), PVC (truss, solid wall, A2000),
 - ADS N-12 with premium polyethylene.
 - Ends of all "sump pump leads shall be temporarily capped and their location stated, witnessed and recorded.
 - Sump pump leads to be taken to the County property line, easement line or as indicated on the plan.
 - Sump pump mains must have a clearance with a minimum inside diameter of 24" and be supported by a minimum of 4' concrete, ends of sump pump mains or as indicated on the plan.

- B. RESTORATION REQUIREMENTS:**
- All disturbed area within the County Drain right-of-way shall be restored as follows:
 - Under roads, sidewalks, driveways and parking areas, backfill material shall be placed loosely into trenches in six (6) inch layers with each layer compacted to not less than 90% of maximum dry density as determined by the ASTM D 1557 Compaction Standard. Modified proctor compaction shall be used for all other areas shall have each layer compacted to not less than 90% of maximum dry density.
 - Finish grade:
 - Place thickness clean topsoil acceptable to the engineer to attain finished grade. Topsoil must not be contaminated and may not be a mixture of material underlying soil, subbase materials, or other materials. It must consist of a minimum of 10% organic matter and be free of humus-bearing soil adapted to the sustenance of plant life. Topsoil must not be highly excessively acidic nor excessively alkaline. It must be free of all organic matter, such as sticks or any bent or matted.

Location	Seeding Requirements	Fertilizer Requirements
Spaces and Ditch Banks, Etc.	M.D.O.T. "Roadside Mix" Turf Seed Mixture TM (10% Kentucky Blue, 20% Perennial Ryegrass, 30% Hard Fescue, 40% Creeping Red Fescue) applied at 220 lb/acre	M.D.O.T. Seeding and Sodding Fertilizers, Class A
Other Areas	M.D.O.T. "Roadside Mix" Turf Seed Mixture TM (30% Kentucky Blue, 20% Perennial Ryegrass, 50% Creeping Red Fescue) applied at 220 lb/acre	M.D.O.T. Seeding and Sodding Fertilizers, Class A

- * Sod is required in maintained lawn areas. Refer to WRC General Specifications for additional requirements and information.
- apply straw or marsh hay much in an air-dry condition to all seeded areas over the surface to a uniform thickness at 2 tons/acre.
- mulch shall be anchored in place with biodegradable netting, not larger than 1½" by 2" nor smaller than ½" by ½".
- The contractor shall be responsible to insure the growth of all seeded areas.

9. The Storm Drain Notes and Details Sheet shall be a supplement to WRC Standards and Specifications, which are available on the WRC website (www.ok.gov/water).

STORM DRAIN NOTES AND DETAILS

[illegible]



City of Berkley
Department of Public Safety
Justin DuLong, Fire Inspector



Date: January 27th, 2025

To: Stonefield Engineering and Design
555 S. Old Woodward Ave, Ste 12L
Birmingham, MI 48009

RE: 4162 Twelve Mile Rd.

Dear Concerned Parties,

I have received the proposed commercial redevelopment plans for the property at 4162 Twelve Mile Rd. For the purposes of the planning commission meeting these plans will suffice and are approved by the fire department only for the site plan review.

A life safety page that shows common path of travel, egress, exit signs, emergency lighting, fire extinguisher locations, and any fire suppression plans will need to be submitted in order for the project to go forward. In addition, for site plan C-2, Berkley's longest fire truck, Tower 4, is 42.71 ft in total length, the axle length is 21.08 ft, and the width is 8.42 ft. It appears that there will not be an issue in fire department access for the property with our largest truck.

Please let me know if you have any questions.

Fire Inspector Justin DuLong
(W) 248-658-3397
(C) 248-953-0119
jdulong@berkleymi.gov



CITY OF BERKLEY
DEPARTMENT OF PUBLIC WORKS
3238 BACON AVE, BERKLEY, MICHIGAN 48072

To: Kristen Kapelanski, Community Development Director (via email)

Cc: Kim Anderson, Community Development Department (via email)
Adam Woznaik, Public Works Superintendent (via email)

From: Shawn Young, Deputy City Manager for Public Services

Date: April 1st, 2025

Subject: 4162 Twelve Mile Rd "Mug and Jug"

We have reviewed the site plans provided by the Community Development Department on March 20th, 2025. I recommend approval for submission to the planning commission at this time. Additional information and plan review may be needed before construction permitting.

Feel free to call with any questions or concerns. Thank you.



April 7, 2025

City of Berkley
3338 Coolidge Highway
Berkley, Michigan 48072

Attn: Kim Anderson, Zoning Administrator

Re: 4162 Twelve Mile Rd
Engineering Site Plan - Review No.2
City of Berkley, Michigan

HRC Job No. 20250096

Dear Ms. Anderson:

In accordance with your request, as Consulting Engineers for the City of Berkley, our office has conducted a Site Plan review for the above referenced proposed development for compliance with the City of Berkley's engineering and site plan requirements. The plan was prepared by Stonefield of Birmingham, Michigan with a revision date of March 19, 2025. The scope of the project includes the demolition of two commercial buildings and the construction of a gas station and building addition to the west of the existing Mug & Jug. Per the City's standards and requirements for construction, we hereby offer the following comments:

General:

1. A traffic control plan and sequence of construction must be added to the plans, including an estimated duration for any lane closures that may be required. **This item will be provided upon site plan approval and reviewed and approved by the City and their consultants prior to construction.**
2. A Road Commission for Oakland County (RCOC) permit will be required for proposed work within the 12-Mile Road and Greenfield Road right-of ways as well as for construction signage. **An RCOC permit will need to be submitted to and approved by RCOC prior to final engineering plan approval.**
3. Existing sanitary leads and water services must be shown on the plans. The diameter and material of all existing and proposed storm and sanitary sewers and leads must be indicated. **This item has been satisfactorily addressed.**
4. Any work within the City and/or RCOC roadways will have to be replaced, in kind, or as per their requirements. The DPW must be contacted prior to the commencement of work within the right-of-way (ROW). **This item has been acknowledged.**
5. The extent of demolition and pavement modifications are unclear from the plans. A demolition plan will be required with removal quantities. The demolition plan must clearly define the limits of building and pavement removal, other site feature removals, and utility removal and/or abandonment. **This item has been satisfactorily addressed.**
6. Will the wall at the back of the existing property be maintained/protected during construction or is it proposed to be rehabilitated/replaced? **A note has been added to the plans stating the existing wall is to remain and be protected throughout construction.**

7. What is the plan for the existing parking bumper blocks on the site? **Existing parking bumper blocks are to be removed and replaced with new parking blocks as needed. This should be noted on the plan, as it currently looks like all bumper blocks are proposed with none currently existing.**

Storm Drainage and Detention/Sanitary Sewer:

8. A stormwater detention system must be added to the plan set and a geotechnical investigation must be performed in order to evaluate the system. The soil logs from that investigation must be shown on the plans, including the elevation of the groundwater table, soil types encountered, and the written report indicating the design recommendations or comments on the proposed stormwater collection system. Stormwater runoff calculations must be provided in accordance with the City's current Engineering Standards. Details for the proposed detention system should be shown on the plans. **A stormwater detention system and supporting calculations have been added to the plans. A geotechnical investigation will need to be performed following site plan approval and soil logs will need to be provided prior to approval of the engineering plans to confirm constructability of the detention system.**
9. The plans must show locations of all existing/proposed roof downspouts. Roof downspouts are not permitted to discharge directly into the combined sewer system and must be directed onto grass, landscape or other green space area (or directed through the new detention system) to prevent ponding of water on the property or from being directed towards adjacent properties. **This item has been satisfactorily addressed.**
10. The stormwater collection and sanitary sewer systems must have separate connections to the existing City combined sewer system, rather than combining the flows within the proposed site development. **This item has not yet been addressed.**
11. A profile view of all existing and proposed storm and sanitary sewers must be indicated on the plans. **Profiles will be provided for detailed engineering review following site plan approval.**
12. Detail sheets for the proposed storm and sanitary sewers must be provided with structures, covers, pipe requirements/cross sections and connection/tap details in accordance with City and County Standards. In addition, shop drawings for the said appurtenances will be required to be reviewed by the City and HRC. **OCWRC storm and sanitary details have been added to the plans. Additional details will be provided during the detailed engineering review.**
13. The developer will be required to complete a perpetuity maintenance agreement with the City for the proposed private stormwater systems. **This item has been acknowledged.**

Recommendation:

Based on our aforementioned comments, we recommend conceptual approval of the proposed Site Plan; however, the above items must be addressed in the engineering plans prior to final approval of the project.

If you have any questions or require any additional information, please contact our office.



Very truly yours,

HUBBELL, ROTH & CLARK, INC.

A handwritten signature in black ink, appearing to read 'Edward D. Zmich'.

Edward D. Zmich
Civil Department Manager

EDZ/kab

pc: City of Berkley, Mr. Shawn Young, Ms. Danna Bauer, Ms. Kristen Kapelanski
HRC; R. Alix, K. Barauskas, File



Date: February 14, 2025
Revised: March 28, 2025
Revised: May 5, 2025

Site Plan and Special Use Review For City of Berkley, Michigan

Applicant: Selwan Shina
Project Name: Mug & Jug
Plan Date: January 14, 2025
Revised: March 19, 2025
Revised: April 23, 2025
Location: 4162 W Twelve Mile Road
Zoning: Gateway District
Action Requested: Site Plan and Special Use Approval

SITE DESCRIPTION

The applicant is proposing the redevelopment of an existing 0.8-acre site to introduce an automobile filling station with associated restaurant and convenience store. The proposed redevelopment includes renovating much of the existing Mug & Jug liquor store building and removing the adjacent buildings to create one large combination restaurant/convenience store with a combined area of 6,734 square feet. The restaurant and convenience/retail store uses are permitted by right in the Gateway District, and the automobile service station use requires special use approval. The subject property includes three (3) different parcels which the applicant proposes combining into one (1) subject parcel.

The subject property is also located in the Downtown Development Authority area, Character Area 1: Gateway West. The Berkley Downtown Design Guidelines establish design principles and concepts that should be considered when developing or redeveloping projects within the DDA boundary. The site plan, in general, includes design concepts and

Benjamin R. Carlisle, *President* John L. Enos, *Vice President*
Paul Montagno, *Principal* Megan Masson-Minock, *Principal* Laura Kreps, *Principal* Brent Strong, *Principal*
David Scurto, *Principal* Sally M. Elmiger, *Principal* Craig Strong, *Principal* Douglas J. Lewan, *Principal*
Richard K. Carlisle, *Past President/Senior Principal* R. Donald Wortman, *Past Principal*

principles compatible with the Downtown Design Guidelines. Areas of deficiency are identified in this report.

Proposed Uses of Subject Parcels:

Automobile service station, restaurant/convenience store

Current Use of Subject Parcels:

Mug & Jug liquor store and three (3) commercial tenant spaces, including clothing store, plumber's office, and Berkley Coney Island.

The property is located in the Gateway District at the entry point of the City of Berkley on the major intersection of Twelve Mile and Greenfield Roads. The intent of the Gateway District is to enhance these important landmark locations and provide convenience services and shopping opportunities for the community, particularly the adjacent residential neighborhoods.

Figure 1. Aerial view of subject site and vicinity.



Source: Nearmap

Table 1. Surrounding Property Details.

Direction	Zoning	Use
North	Greenfield District	Single family homes
South	Gateway District	Retail
West	<i>Southfield, General Business</i>	Retail
East	Greenfield District, Twelve Mile District	Restaurant, single family home

Items to be addressed: *None.*

NATURAL FEATURES

The site is currently developed with buildings and impervious asphalt surfaces. No new impervious surface is proposed as part of the development, and no trees are proposed for removal as part of the demolition plan.

Items to be addressed: *None.*

BUILDING ARRANGEMENT AND SITE DESIGN

The subject property is situated on the northeast corner of Greenfield Road and Twelve Mile Road. The existing buildings are situated right at the sidewalk along Twelve Mile Road with zero setbacks, and the parking area is situated in a U-shape around the buildings on the north, east, and west sides. The existing buildings are connected to one another and include customer entrances on the south, west, and east building sides.

The redevelopment proposes the removal of the middle building and western building while maintaining the existing north, south, and east walls of the Mug & Jug store. The interior of the Mug & Jug store will be remodeled and then combined with the proposed building addition. A fuel canopy is proposed along the western portion of the site, in the location of the existing drive aisle. The canopy includes four (4) pump islands with spaces for eight (8) vehicles. The proposed redevelopment will remove the customer building entrances from the south side along Twelve Mile Road. The primary customer entrance is proposed on the west elevation, facing the proposed fuel canopy.

Most of the existing perpendicular parking spaces along the eastern property line will remain, along with much of the parking along the northern property line. New parking spaces will surround the new building to the north and west.

Items to be addressed: *None.*

AREA, WIDTH, HEIGHT, SETBACKS

Section 138-526 establishes the dimensional requirements for structures in the Gateway District. When the parcels are combined, the resulting parcel will front Twelve Mile Road, Greenfield Road, and Ellwood Avenue. According to the definitions in the Zoning Ordinance, this renders the resulting parcel both a corner lot and a double frontage lot, since it has frontage on both parallel streets and perpendicular streets. As such, the front lot line will be along Twelve Mile Road, the rear lot line will be the property line opposite Twelve Mile Road (the north lot line), and the remaining lot lines along Greenfield Road (west) and Ellwood Avenue (east) will be considered the side lot lines.

Table 2. Dimensional requirements

	Required	Provided	Compliance
Minimum Front Setback (south)	10' or equal to setback of adjacent buildings, whichever less	0' – in line with existing Mug & Jug	Complies
Minimum Side Setback (east and west)	0'	5' on east side (trash enclosure) 24' on west side (canopy)	Complies
Minimum Rear Setback (north)	10'	>30'	Complies
Maximum Building Height	40'	Building: 22' Canopy: 16'	Complies

Items to be addressed: None

TRASH ENCLOSURE

A 100-square-foot trash enclosure is proposed south of the Ellwood Avenue entrance in the side yard. The enclosure doors face northwest toward the parking lot. Section 138-53 requires accessory structures to be erected in the rear yard only, but the proposed trash enclosure is located in the side yard. Sheet C-3 indicates that the applicant intends to seek a variance from the restrictions that only permit accessory structures in the side yard. Section 138-55 requires accessory structures to be located at least five (5) feet from the side lot line; the revised site plan complies with this standard.

Items to be addressed: Applicant must modify proposed trash enclosure placement to comply with Sections 138-53 or obtain a variance from the Zoning Board of Appeals.

PARKING

Section 138-219 indicates parking requirements for most uses in the City of Berkley. The site plan shows the total area of the existing building and the proposed building addition at

6,734 square feet. Of that total area, 702 square feet will be dedicated to the restaurant use with the remainder, including the existing Mug & Jug liquor store, used for convenience store use.

Table 3. Parking requirements

Parking Standard	Required	Provided
Gas station with convenience store: 6 spaces per 1,000 square feet of usable floor area + 1 space per pump + 2 spaces	$(70\% \times 6,032 \text{ square feet}) / 1,000 \times 6 = 25.33$ + 8 pumps + 2 spaces = 35 spaces	45 spaces
Restaurant (carry-out): 1 space per 75 square feet of usable floor area	$(70\% \times 702 \text{ square feet}) / 75 = 6.552$ 7 spaces	
TOTAL	42 spaces	
Barrier free spaces: 2 spaces required for parking lot with 26-50 parking spaces	2 barrier free spaces	2 barrier free spaces

Sheet C-3 indicates that all standard parking spaces will be twenty (20) feet long and nine (9) feet wide, in compliance with Section 128-220(a) regulating parking space dimensions. The barrier free spaces will be eight (8) feet wide, in compliance with ADA requirements. No loading spaces are shown on the plan, nor are any required. Two (2) parking spaces south of the proposed trash enclosure include EV charging stations.

Items to be addressed: None.

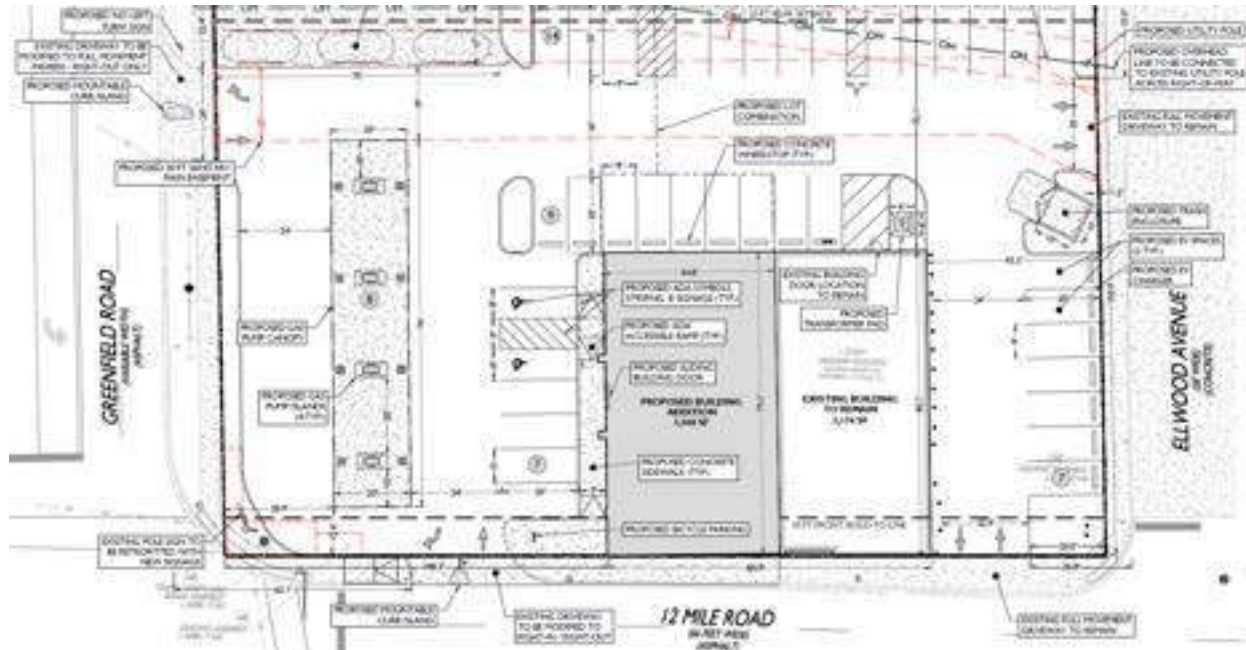
SITE ACCESS AND CIRCULATION

The proposed development offers customer access from the west and south sides of the building, with an emergency exit on the north side of the building.

The site redevelopment proposes continuing the use of the four (4) existing driveways on the property but with slight modifications. The four (4) existing driveways have full, two-way movement. The site plan proposes maintaining full, two-way movement of the two (2) driveways on the east side of the property – one along Ellwood Avenue and one along Twelve Mile Road. The site plan further proposes altering the movement of the two (2) driveways on the west side of the property to a right-turn-only egress and full movement ingress. The site plan indicates that the western driveway from Twelve Mile Road will be relocated to the east roughly 20 feet to a new distance of 62.1 feet from the southwestern property corner. Mountable curb islands are proposed at these two (2) driveways to restrict left turns, as shown on Sheet C-3. Painted white arrows are shown on the asphalt to show traffic directions.

As discussed further in the “Automobile Service Stations” section of this report, the southeastern driveway along Twelve Mile Road is noncompliant with the standards for automobile service stations. With three (3) other driveways on site, we recommend removing this access drive entirely, as there is no room to relocate it further from the intersection of Ellwood Avenue and Twelve Mile Road. The applicant’s March 19, 2025, and April 23, 2025, response letters indicate that they will be requesting a variance from this requirement from the Zoning Board of Appeals .

Figure 2. Proposed driveway modifications.



There are existing sidewalks along Twelve Mile Road, Greenfield Road, and Ellwood Avenue surrounding the property. A concrete sidewalk is proposed on the west side of the new building addition.

A bus stop for the 415 smart bus line is located at the northwest corner of the subject site. The site plan proposes a bench and trash receptacle on the subject property, next to the existing bus stop sign, reflecting master plan placemaking goals for the Gateway corridors.

The site plan includes a circulation map on Sheet C-3, indicating how a fuel truck, fire truck, and trash truck will access the site by using the two (2) northern driveways off Ellwood Avenue and Greenfield Road. No large truck access is offered on the southern portion of the property that fronts Twelve Mile Road.

Items to be addressed: Applicant must remove the southeastern driveway from Twelve Mile Road, as discussed in the “Site Access and Circulation” and “Special Use Considerations” sections of this report, or receive a variance.

LANDSCAPING AND SCREENING

Section 138-85(c)3 requires a screen wall at least six (6) feet in height when non-residential properties abut residential properties. The properties to the north of the subject site are residential. There is an existing brick wall along this property line, which is proposed to remain. Sheet C-3 of the site plan indicates that the entire existing screen wall will be increased to a minimum of six (6) feet. This note on the site plan includes some ambiguity regarding this change to the existing screen wall. The note should be revised and elevations provided to indicate the look of the screen wall and how it will meet the height requirements of Section 138-85(c)9, which requires a lower maximum height of four (4) feet, eight (8) inches in the front yard. The Planning Commission may issue a waiver of this requirement if deemed appropriate. Furthermore, we recommend that the existing wall be inspected by the Building Department to ensure that it has adequate support, per the requirements of Section 138-85(a)3.

Figure 3. Existing northern screen wall. Source: Google Maps



A landscaping plan is included on Sheet C-8, showing details of 20 proposed evergreen trees, one (1) proposed deciduous street tree along Twelve Mile Road, and 38 proposed deciduous and evergreen shrubs. The evergreen trees are situated around the proposed trash enclosure on the east side of the property. The shrubs are situated to the north of the existing building, along the western property line, and in the southeastern property corner.

As set forth in Section 130-37, when reviewing a site plan, the Planning Commission may require trees to be planted on or near the site consistent with the elements of the adopted city master plan. The Master Plan indicates that the Gateway corridors can be improved through placemaking strategies including streetscape improvements. The Downtown Design Guidelines further indicates how site design should improve pedestrian connections

and provide active outdoor spaces through strategies that include urban streetscape design and landscaping. As such, we recommend that the landscaping plan be amended to include additional street trees along Twelve Mile Road. The area designated for pavement between the proposed bicycle parking and the building can be modified to include landscaping. Furthermore, we recommend that the existing southeastern driveway from Twelve Mile Road, which does not comply with the standards for Automobile Service Stations, be replaced with landscaping.

The existing Mug & Jug store includes an ADA parking space to the east of the rear door; the site plan proposes a 54-square-foot transformer pad in this location as part of a landscape island that offers screening from the east and north. Section 138-73 establishes location standards for exterior appliances, including required opaque screening or landscaping at least four (4) feet in height on at least three (3) sides. The landscaping plan proposes nine (9) juniper trees that are at least six (6) feet in height.

Items to be addressed: (1) Applicant must provide exact height and elevations of proposed modified screen wall. (2) We recommend Building Department verification that the existing screen wall complies with Section 138-85(a)3. (3) Planning Commission may consider requesting that the applicant modify the landscaping plan to improve the Twelve Mile Road streetscape, as discussed in this report.

PHOTOMETRICS

The site plan includes a lighting plan with photometric map on Sheet C-7. There are three (3) pole mounted lights shown, mounted at fifteen (15) feet, next to the parking spaces along the northern property line. Twelve (12) wall sconces are shown around the perimeter of the proposed building addition, the existing Mug & Jug building, and the fuel canopy. The proposed wall sconces on the building are mounted at twelve (12) feet, and the proposed wall sconces on the fuel canopy are mounted at fifteen (15) feet. There are also three (3) soffit lights under the fuel canopy, mounted at fourteen (14) feet. All lights appear to be downward directed and fully shielded.

The photometric map shows illumination reaching 0.5 footcandles along the northern property line and 1.0 footcandle along the southern, eastern, and western property lines.

The Downtown Design Guidelines indicate that projects should minimize the visual impacts of architectural lighting on neighboring properties. This could include using a color temperature similar to daylight, using lights with a low level of luminescence and maintaining lights to prevent light trespass onto neighboring properties or rights-of-way. Sheet C-7 indicates that the proposed color temperature is 3,000 Kelvin, which is considered “warm white”. The applicant should also consider replacing the proposed pole-mounted lights with wall sconces that are mounted on the brick wall along the north property line in order to reduce the impact on the neighboring residences.

Items to be addressed: Applicant should consider replacing the proposed pole-mounted lights with wall sconces along the north property line screening wall.

BICYCLE PARKING

One bicycle hoop with space for two (2) bicycles is shown to the east of the eastern Twelve Mile Road driveway. The hoop is just under three (3) feet in height.

Items to be addressed: None.

FLOOR PLAN AND ELEVATIONS

Floor plans and elevations are included on Sheets A-0.1, A-1.1, A-0.15, and A-2.4. These details indicate that the convenience store will include shelves for merchandise, two (2) single-user restrooms, storage room, a walk-in cooler and beer cave, small office, and service counter. A 702 square foot, enclosed room is proposed for food service; details of this room are not provided, but we assume it is for a kitchen.

Previous site plan submissions included an Exterior Material Finish Schedule and Notes. This sheet was omitted from the more recent site plan submission. The elevations indicate a predominantly masonry façade with fiber cement board to offer some façade articulation as well as aluminum framing and windows. Tinted glass does not meet the definition in the Zoning Ordinance of a window, which requires that “both sides of the glass are readily made transparent.”

The floor plans indicate that the windows are provided in the customer/store area, behind the service counter, and in the beer cave.

Section 138-432 requires first floor elevations that front a street to have windows be between 40 percent and 80 percent of the facade. This requirement only applies to the south elevation that faces Twelve Mile Road. The elevations propose the following transparency levels:

- South: 8.9%
- West: 43.7%
- North: 9.8%
- East: 7.7%

The South elevation is, therefore, not compliant with the transparency standard of Section 138-432. Section 138-432 further requires that the south elevation that fronts Twelve Mile Road contains an entrance to the building. Additionally, the Downtown Design Guidelines indicate that buildings should provide an active street edge, including a large storefront and pedestrian-oriented design, and should orient the functional entrance of buildings to face the street rather than the parking lot. The revised site plan added a secondary pedestrian

entrance to the south elevation, but the primary entrance remains on the proposed west elevation facing the parking lot.

The applicant can consider rotating the building plan 90 degrees such that the primary building entrance – depicted on the “West Elevation” on Sheet A-2.1 – fronts Twelve Mile Road. An interior reconfiguration could also ensure that windows and primary entrance are placed in areas where transparency would be most appropriate. The Planning Commission may revise the requirements of Section 138-432 when it finds that the proposal meets the standards for site plan approval.

The elevations of the fuel canopy indicate an overall height of 18.5 feet, with a steel structure and pillars faced with masonry façade.

Items to be addressed: (1) Applicant must include Exterior Material Finish Schedule and Notes. (2) Applicant must amend transparency levels of south elevation to comply with Section 138-432 or receive a waiver from the Planning Commission. (3) Applicant should consider rotating the building 90 degrees such that the primary entrance fronts Twelve Mile Road, in conformance with the Downtown Design Guidelines.

SIGNS

The proposed elevations indicate that signs are proposed on the south, west, and east building facades. Sheet C-3 indicates that the existing pole sign on the southwestern property corner will be retrofitted.

Items to be addressed: Sign permits applications must be submitted for all signs prior to installation, in compliance with Chapter 94 of the Berkley Code of Ordinances.

AUTOMOBILE SERVICE STATIONS

Special use approval shall be granted for automobile service stations which comply with the following site development standards:

- (1) An automobile filling and service station shall not be located nearer than 500 feet to a school, church, public park or auditorium.

CWA Response: The nearest school, church, public park, or auditorium is the Christ the Good Sheperd Old Catholic Church, which is over 500 feet from the subject property. This standard is met.

- (2) The minimum site size shall be 15,000 square feet, and, in addition, gasoline filling and service stations shall have 500 square feet of site area for each additional pump over 4, and 1,000 square feet of site area for each additional service bay over 2.

CWA Response: The subject site is 34,638 square feet. The gasoline filling canopy has four (4) fuel pumps and is 1,920 square feet. This standard is met.

(3) The minimum site width shall be 130 feet.

CWA Response: The site width is 150 feet. This standard is met.

(4) All points of entrance or exit for motor vehicles shall be no closer than 30 feet from the intersection of the right-of-way lines proposed in the city's land use plan for those streets on which it fronts. Points of entrance or exit for motor vehicles shall be no closer than 20 feet from any adjacent property line. The minimum driveway width at the curblane shall be 22 feet and the maximum driveway width at the curblane shall be 30 feet. The minimum width of access drive shall be 16 feet. The angle of intersection of the centerline of any driveway with the centerline of the street shall not be less than 60 degrees, unless separated acceleration and deceleration lanes are provided.

CWA Response: The eastern driveway off Twelve Mile Road is 26.8 feet from the intersection of Twelve Mile Road and Ellwood Avenue; this does not meet the 30-foot standard. All other driveways meet the standard.

The northwest driveway is 22.4 feet from the adjacent property, and the northeast driveway is twenty-five 25 feet from the adjacent property. The southeastern driveway is 22.9 feet wide, and the other three driveways are 24 feet wide. This standard is met.

The interior access drives vary in width from 19 feet to 26 feet. This standard is met.

The angles between the centerline of the driveways and centerline of the streets are all 90 degrees. This standard is met.

(5) All equipment including hydraulic hoist, pits and oil lubrication, greasing and automobile washing, repairing equipment and body repair shall be entirely enclosed within a building. There shall be no outdoor storage of merchandise such as tires, lubricants and other accessory equipment except that outdoor trash storage may be provided in a properly screened container consisting of a brick masonry wall at least 6 feet high with a sturdy, 100% view-obscuring gate.

CWA Response: No exterior work or outdoor storage of merchandise is proposed. This standard is met.

(6) All activities, except those required to be performed at the fuel pump shall be carried on inside a building. All vehicles upon which work is performed shall be located entirely within a building.

CWA Response: No outside activities are proposed except for fuel pumping. This standard is met.

- (7) There shall be no aboveground tanks for the storage of gasoline, liquefied petroleum gas, oil or other inflammable liquids or gas.

CWA Response: No aboveground storage is proposed. This standard is met.

- (8) The automobile service station shall provide one parking space for each person employed at the station during any given period of the day. Each required parking space shall be no less than 200 square feet in area. No outdoor storage or parking of vehicles other than those used by employees while on duty.

CWA Response: As indicated in the “Parking” section of this report, there are three (3) parking spaces in excess of what is required by the standards set forth in Section 138-219.

Items to be addressed: *Applicant must remove the southeastern driveway from Twelve Mile Road or obtain a variance.*

SPECIAL USE CONSIDERATIONS

Special use approval for the proposed automobile service station requires a public hearing, notice of which must be given in accordance with the Michigan Zoning Enabling Act. All special use applications must be reviewed by the Planning Commission and City Council and approved upon finding that the following standards are met. We offer some suggested findings and recommend that the Planning Commission discuss these standards prior to any action.

- (1) The proposed use will promote the use of land in a socially and economically desirable manner.

CWA Response: The application does not include a discussion of the proposed gas station operations. The Planning Commission can request further information from the applicant to determine if this standard is met.

- (2) The proposed use is necessary for the public convenience at that location.

CWA Response: The nearest gas station on Twelve Mile Road roughly 0.4 miles east of the subject site. The nearest gas station on Greenfield Road is roughly 1 mile north of the subject site. Both of these gas stations, along with the proposed gas station, are small, convenience-style corner gas stations that are arranged to quickly serve local community members rather than draw from a broader geographic area. It is unclear whether there is demand for an additional gas station in this area.

- (3) The proposed use is compatible with adjacent land uses.

CWA Response: The surrounding uses include small retail, restaurants, and residences, which are typically complementary to a small gas station.

- (4) The proposed use is designed so that the public health, safety and welfare shall be protected.

CWA Response: Several modifications to the site plan design – as well as additional site plan details – are required to meet the standards of the Zoning Ordinance, which is intended to preserve the public health, safety, and welfare. This includes site changes or clarifications to site access, building elevations, landscaping and screening, lighting, and dimensional standards. By addressing these site plan deficiencies, as described throughout this report, this standard may be met.

- (5) The proposed use will not cause injury to other property in the neighborhood.

CWA Response: If compliant with all local, state, and federal laws, this standard will be met.

Items to be addressed: (1) Applicant must amend eastern driveway off Twelve Mile Road to comply with the 30-foot standard or obtain a variance. (2) Applicant must provide a complete and compliant site plan. (3) Planning Commission review of the proposed special use application through the lens of the five (5) special use standards.

RECOMMENDATIONS

Special use approval for the proposed automobile service station may only be granted if the site plan demonstrates compliance with the standards indicated in the preceding section of this report. The eastern driveway off Twelve Mile Road is 26.8 feet from the intersection of Twelve Mile Road and Ellwood Avenue; this does not meet the 30-foot standard. The Planning Commission must not grant special use approval until this item is addressed.

Further, although the site plan is compliant with many of the requirements of the Zoning Ordinance, there are some deficiencies that the applicant must address prior to site plan approval.

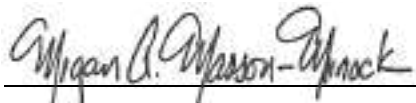
1. Applicant must modify proposed trash enclosure placement to comply with Section 138-53 or obtain a variance from the Zoning Board of Appeals.
2. Applicant must remove the southeastern driveway from Twelve Mile Road, as discussed in the “Site Access and Circulation” and “Special Use Considerations” sections of this report or obtain a variance.
3. Applicant must provide exact height and elevations of proposed modified screen wall.
4. We recommend Building Department verification that the existing screen wall complies with Section 138-85(a)3.

5. Applicant should consider replacing the proposed pole-mounted lights with wall sconces along the north property line screening wall.
6. Applicant must include Exterior Material Finish Schedule and Notes.
7. Applicant must amend transparency levels of south elevation to comply with Section 138-432. Applicant should consider rotating the building 90 degrees such that the primary entrance fronts Twelve Mile Road, in conformance with the Downtown Design Guidelines.
8. Sign permits applications must be submitted for all signs prior to installation, in compliance with Chapter 94 of the Berkley Code of Ordinances.

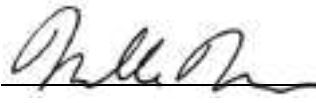
The Planning Commission should provide direction to the applicant on the following:

1. Modifications to landscaping plan to improve the Twelve Mile Road streetscape, as discussed in this report.
2. Modifications to the building orientation and architecture, as discussed in this report.
3. Possible waiver of screen wall requirements, as discussed in this report.
4. Possible waiver of transparency requirements, as discussed in this report.

Respectfully submitted,



CARLISLE/WORTMAN ASSOC., INC.
Megan Masson-Minock, AICP
Principal



CARLISLE/WORTMAN ASSOC., INC.
Michelle Marin, AICP
Community Planner

#354-2500

cc. Kristen Kapelanski, Community Development Director
Kim Anderson, Zoning Administrator

THE REGULAR MEETING OF THE BERKLEY CITY PLANNING COMMISSION WAS CALLED TO ORDER AT 7:00 PM, MAY 27, 2025 AT BERKLEY CITY HALL BY CHAIR LISA KEMPNER.

The minutes from this meeting are in summary form capturing the actions taken on each agenda item. To view the meeting discussions in their entirety, this meeting is broadcasted on the city's government access channel, WBRK, every day at 9AM and 9PM. The video can also be seen, on-demand, on the city's YouTube channel: <https://www.youtube.com/user/cityofberkley>

DRAFT

PRESENT: Josh Stapp Lisa Hamameh
Shiloh Dahlin Mike Woods
Lisa Kempner
Eric Arnsman

ABSENT:

ALSO PRESENT: Kristen Kapelanski, Community Development Director
Michelle Marin, Planning Consultant
Greg Patterson, City Council Liaison

Motion by Commissioner Arnsman to excuse the absence of Commissioner Bartus. Motion supported by Commissioner Woods.

Voice Vote to excuse the absence of Commissioner Bartus.

AYES: 6
NAYS: 0
ABSENT: Bartus

MOTION CARRIED

* * * * *

APPROVAL OF AGENDA

Motion by Commissioner Hamameh to approve the agenda and supported by Commissioner Stapp.

Voice vote to approve the agenda

AYES: 6
NAYS: 0
ABSENT: Bartus

MOTION CARRIED

* * * * *

APPROVAL OF THE MINUTES

Motion by Commissioner Hamameh to approve the minutes of the April 22, 2025 regular Planning Commission meeting and supported by Commissioner Dahlin.

Voice vote to approve the meeting minutes of April 22, 2025.

AYES: 6
NAYS: 0
ABSENT: Bartus

MOTION CARRIED

* * * * *

COMMUNICATIONS

Community Development Director Kapelanski shared that the latest issue of the Michigan Association of Planning magazine was provided for the Commissioners.

* * * * *

CITIZEN COMMENTS

NONE

* * * * *

OLD BUSINESS

NONE

* * * * *

NEW BUSINESS

1. **PSP-02-25 and PSU-01-25: 4162 Twelve Mile Rd., 4150 Twelve Mile Rd. and 4138 Twelve Mile Rd.:** The applicant, Selwan Shina, is requesting site plan approval and special land use approval for a gas station/convenience store with accessory restaurant counter in the Gateway District on the north side of Twelve Mile Rd. between Greenfield Rd. and Ellwood Ave.

Planning Consultant Marin presented the plan and provided an overview of the planning review letter. She highlighted the special land use review standards, needed transparency waivers and needed variances.

The Planning Commission asked some clarifying questions confirming the distinction between the gas station standards and the special land use standards.

The applicant's engineer, Joe Delmotte of Stonefield Engineering, went through elements of the plan. He noted that the Road Commission for Oakland County approved the plan and asked for some movement restrictions on the driveways, which the applicant has provided. He also described the lighting fixtures along the northern property line. He said they will be full cutoff fixtures with shields and the light trespass along the northern property line will be minimal. Lastly, he went through the special land use criteria and noted how each was met.

Chair Kempner opened the public hearing at 7:30PM.

William Seaman, 3461 Elwood spoke in support of the project. He thought it would bring nice updates to the area.

Tyler Anderson, 3908 Bacon, spoke in support of the project. He thought it would provide a needed service to the community and the existing business owners have strong roots in the community. This would be a convenience option for him and his family. It would be good to have a business that did not operate after hours because of safety concerns as the Berkley Coney Island currently does.

Joe Leo, Huntington Woods, spoke in support of the project. He noted the existing building has been well maintained.

Andrew Decker, 2856 Cummings, spoke in support of the project. He said the business was very welcoming when he first came into the community. He thought it would bring a convenience element to the neighborhood.

Dawn Sylvester, 3991 Cummings, spoke in support of the project. She thought this would be a great spot to stop for needed items. This would also bring needed improvements in the storefronts and landscaping along Twelve Mile as a result of this project.

Amanda House, Royal Oak, spoke in support of the project. She said Mug and Jug is a neighborhood institution and business that provides a caring presence in the community. She travels from Royal Oak because of the service she receives. This introduces new patrons to the City and increases economic activity.

Margaret Gifford, 3541 Thomas, thought the changes to the driveways on Greenfield and Thomas make sense. She was glad to see economic activity in this area of Twelve Mile and is in support of the project.

Killron O'Neil, Elwood, is in support of the project. She said this is a community establishment and she is glad to see them proposing an expansion. This project will beautify this section of Twelve Mile and provide a nice gateway into the community.

Geoffrey Vincent, 1358 Eaton, supports the project because of the sense of community the business provides.

Gerry DuRocher, 4263 Gardner, thinks this will be an upgrade for the community.

Michael House, Lathrup Village, spoke in support of the project. The business owners have been an integral part of the community and this will provide an option for people to access needed items. The corner will also be improved aesthetically and safety-wise.

Michael Moermur, 3477 Ellwood, supports the project. He is the direct neighbor. He thinks this is an exciting opportunity and it will enhance the area.

Robert Shand, 3478 Thomas, said this will be a great project because of the people behind it.

Eric Gaines, Southfield, said the business owners always made him feel welcome. He supports the project.

Kathy DuRocher, 4263 Gardner, thinks the project will be a great gift to the community and will make the City better.

Chair Kempner summarized the emails the Commission received.

Chair Kempner closed the public hearing at 7:50PM.

Commissioner Hamameh confirmed with the applicant that the business does not plan to operate beyond 12AM.

The applicant's engineer stated they would not be willing to remove any driveways and will seek a variance.

Chair Kempner asked about the suggestion made by the planning review letter to rotate the building. The applicant's architect said there is variation on the Twelve Mile frontage elevation but the two-dimensional plans do not make that easy to see. He addressed the transparency saying that the requested transparency does not always work for businesses. Chair Kempner confirmed that the applicant was unwilling to rotate the building.

Commissioner Arnsman confirmed the minimum transparency along Twelve Mile is 40%-80%.

Commissioner Dahlin confirmed the windows on part of the Twelve Mile elevation would be tinted and that shelving units would be in front of the windows. She confirmed that the gas station company that would be operating here is not yet known.

Commissioner Hamameh asked what could be done to dress up the center brick area. The applicant's architect said he could consider some façade treatments to break up the Twelve Mile façade including different brick colored bands and potentially some art elements.

The applicant's architect said because of the building design interior, transparency could not be increased.

Director Kapelanski suggested the addition of a green wall. The applicant said they would be open to that. The Planning Commission agreed that would address their concerns. Consultant Marin suggested any motions should include a size requirement for the living wall.

The Planning Commission asked if the lights at the rear of the property could be adjusted. The applicant said they would make adjustments to move them away from the property line.

Commissioner Hamameh asked if the Commission wanted to regulate the hours of operation. The Commission opted not to include that in a potential motion.

The Commission agreed there was no room on the site for additional street trees.

The Commission went through the automobile service station standards and confirmed all were met provided the applicant received a variance from the Zoning Board of Appeals for the driveway location.

The Commission went through the special land use and all agreed that all standards were met.

Motion by Commissioner Hamameh and supported by Commissioner Dahlin to approve PSP-02-25 4162 Twelve Mile Rd., 4150 Twelve Mile Rd. and 4138 Twelve Mile Rd. with the following findings:

- The standards of Section 138-679 have been met;
- The proposed landscaping meets the standards of Section 130-37; and
- A waiver of the transparency requirements

And the following conditions:

- Approval of the special land use request from the City Council;
- The applicant obtaining a variance from the Zoning Board of Appeals for the location of the trash enclosure;
- The applicant obtaining a variance from the Zoning Board of Appeals for the southeast driveway location;
- Compliance with all of the outstanding items in the staff and consultant reviews; and
- Alterations being made to the south elevation to include additional spandrel glass in the center approximately 12' x 12' and two minimum 10' x 8' living walls.

Roll call vote on the motion to approve PSP-02-25 4162 Twelve Mile Rd., 4150 Twelve Mile Rd., and 4138 Twelve Mile Rd.

AYES: 6

NAYS: 0

ABSENT: Bartus

Motion by Commissioner Hamameh and supported by Commissioner Dahlin to recommend approval of PSU-01-25 4162 Twelve Mile Rd., 4150 Twelve Mile Rd. and 4138 Twelve Mile Rd. with the following findings:

- The proposed plan meets the gas station standards of Section 138-429 with the exception of the driveway location in the southeast corner of the site;
- The proposed plan meets the standards of approval in Section 138-653 because the Commission has heard from a large group of residents supporting the project and noting how it supports the special land use standards including site activation, needed convenience, compatibility with adjacent commercial uses. The Commission does not believe the use will be injurious to the area and that it will not negatively impact the health, safety and welfare of the area;

And the following conditions:

- The applicant obtaining a variance from the Zoning Board of Appeals for the southeast driveway location; and
- Compliance with all of the outstanding items in the staff and consultant reviews.

Roll call vote on the motion to approve PSU-01-25 4162 Twelve Mile Rd., 4150 Twelve Mile Rd., and 4138 Twelve Mile Rd.

AYES: 6

NAYS: 0

ABSENT: Bartus

* * * * *

LIAISON REPORT

Commissioners provided updates on the Chamber of Commerce, the Downtown Development Authority and Zoning Board of Appeals.

City Council Member Patterson provided an update on recent Council decisions.

* * * * *

COMMISSIONER COMMENTS

Chair Kempner shared there is a group meeting for the temporary closure of Dorthea for activation as a pocket park from mid-June to mid-July.

* * * * *

STAFF COMMENTS

Director Kapelanski noted training hours are due on June 30th. The Commission asked her to send out where everyone stands.

* * * * *

ADJOURNMENT

Motion to adjourn by Commissioner Dahlin supported by Commissioner Woods.

Voice vote for adjournment

AYES: 6

NAYS: 0

ABSENT: Bartus

With no further business, the meeting was adjourned at 9:04 p.m.

STONEFIELD

May 19, 2025

Kim Anderson
Zoning Administrator
City of Berkley
3338 Coolidge Highway
Berkley, MI 48072

**RE: Site Plan & Special Use Review
Mug & Jug – Proposed Commercial Redevelopment
Parcel ID: 2507355039, 250735508, & 2507355040
4162 Twelve Mile Road
City of Berkley, Oakland County, Michigan**

Ms. Anderson:

Our office is submitting documents on behalf of the Applicant to address the outstanding conditions of the Board's Resolution including comments contained within the latest Board Professional's review letters. Please find the following items enclosed:

ITEM DESCRIPTION	DATED	COPIES	PREPARED BY
Site Development Plans	04-23-2025	1	Stonefield Engineering & Design
Exterior Material Finish Schedule and Notes	03-20-2025	1	ADG Design Studio

The following is an itemized response to the comments contained within the Carlisle Wortman Review Letter revised May 28, 2025. For the sake of brevity, any comments that are statements of fact or have been previously addressed are not included in the response below:

Recommendations

1. Applicant must modify proposed trash enclosure placement to comply with Section 138-53 or obtain a variance from the Zoning Board of Appeals.

As confirmed in email correspondence, we will be requesting a variance for the location of the trash enclosure following site plan approval.

2. Applicant must remove the southeastern driveway from Twelve Mile Road, as discussed in the "Site Access and Circulation" and "Special Use Considerations" sections of this report or obtain a variance.

As confirmed in email correspondence, we will be requesting a variance for the southeastern driveway from Twelve Mile Road following site plan approval.

3. Applicant must provide exact height and elevations of proposed modified screen wall.

A height of the modified screen wall is proposed to comply with Section 138-85(a)3. The elevation of the wall is proposed to remain as currently exists.

STONEFIELDENG.COM

555 S OLD WOODWARD AVE, SUITE 12L, BIRMINGHAM, MI 48009 248.247.1115 T. 201.340.4472 F.

4. We recommend Building Department verification that the existing screen wall complies with Section 138-85(a)3.

Noted.

5. Applicant should consider replacing the proposed pole-mounted lights with wall sconces along the north property line screening wall.

Noted.

6. Applicant must include Exterior Material Finish Schedule and Notes.

The exterior material finish schedule and notes have been provided. Please refer to the attached Exterior Material Finish and Schedule and Notes.

7. Applicant must amend transparency levels of south elevation to comply with Section 138-432. Applicant should consider rotating the building 90 degrees such that the primary entrance fronts Twelve Mile Road, in conformance with the Downtown Design Guidelines.

Noted.

8. Sign permits applications must be submitted for all signs prior to installation, in compliance with Chapter 94 of the Berkley Code of Ordinances.

Noted.

The Planning Commission should provide direction to the applicant on the following:

1. Modifications to landscaping plan to improve the Twelve Mile Road streetscape, as discussed in this report.

Noted.

2. Modifications to the building orientation and architecture, as discussed in this report.

Noted.

3. Possible waiver of screen wall requirements, as discussed in this report.

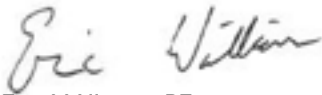
Noted.

4. Possible waiver of transparency requirements, as discussed in this report.

Noted.

Should you have any questions regarding the submission items or responses above please do not hesitate to contact our office.

Regards,

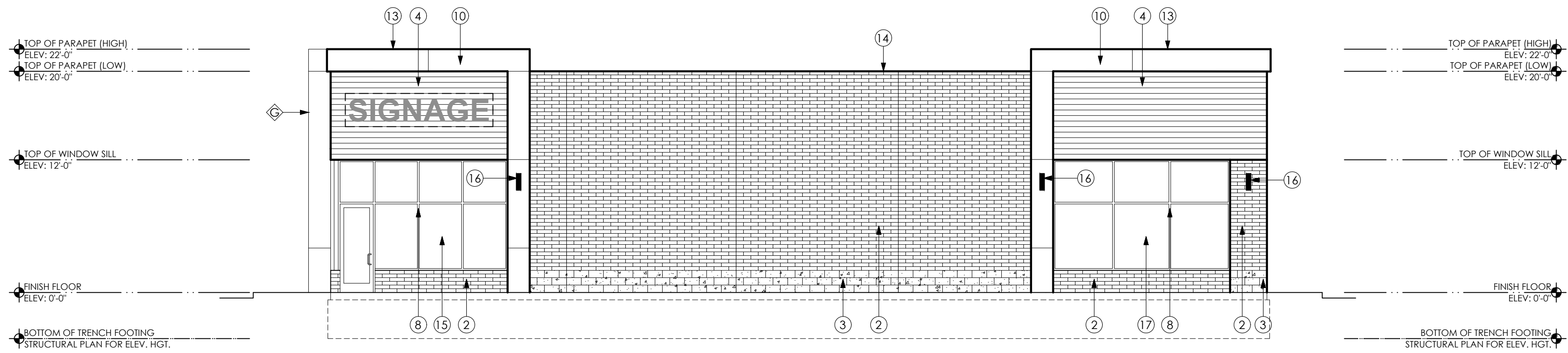


Eric Williams, PE
Stonefield Engineering and Design, LLC

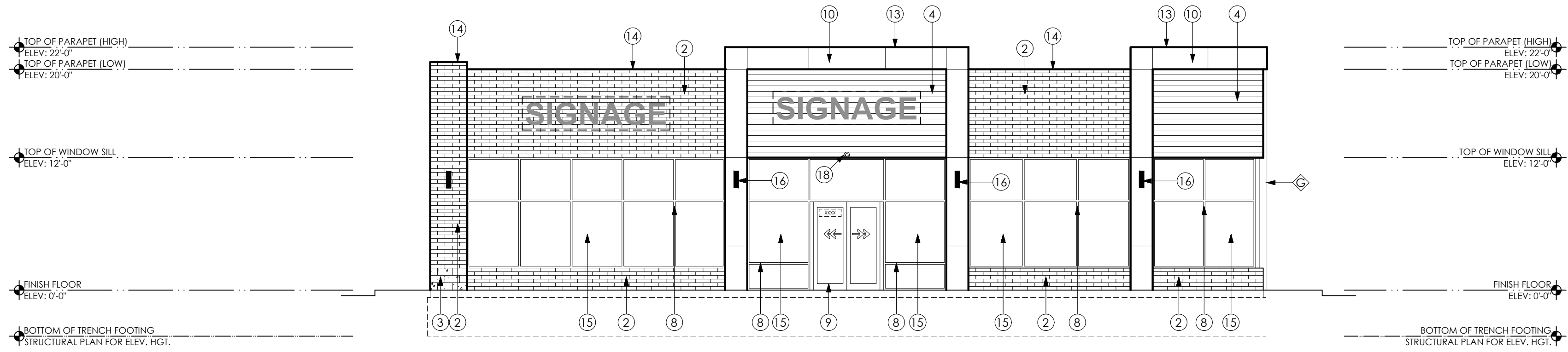


Joe Delmotte
Stonefield Engineering and Design, LLC

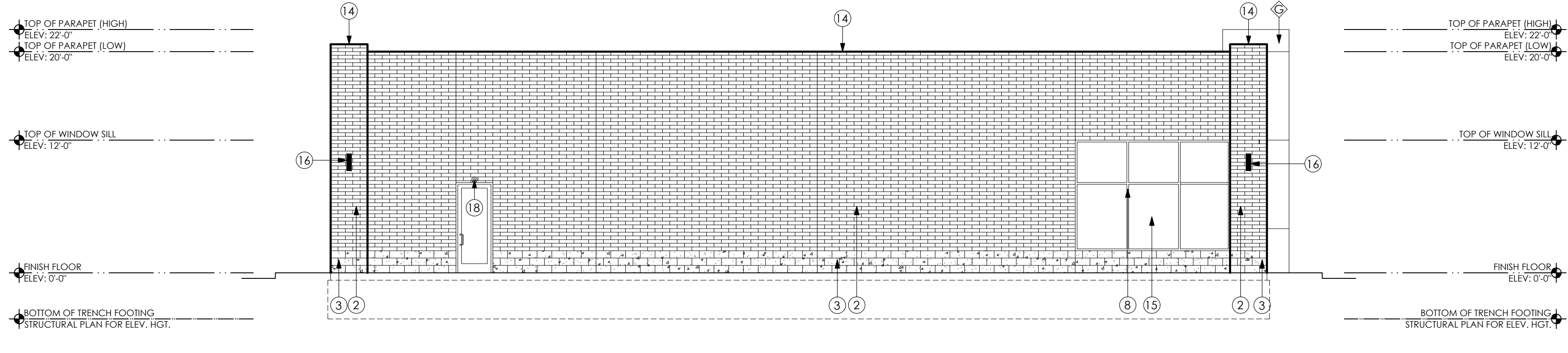
V:\DET\2024\DET-240246 Breakpoint Development - 4162 12 Mile Road, Berkley, MI\Correspondence\Outgoing\Municipal\2025-05-06_Municipal Response Letter.docx



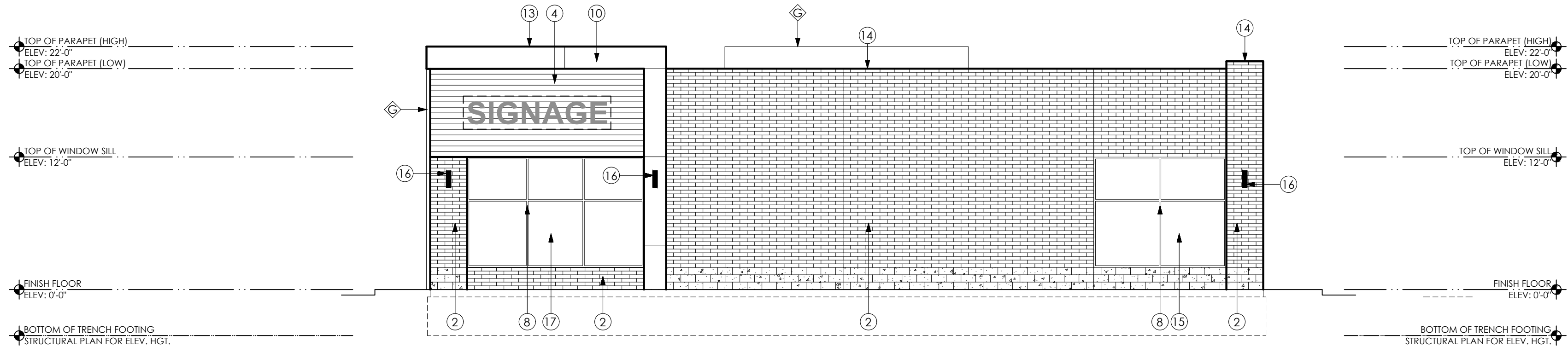
SOUTH ELEVATION (12 MILE ROAD VIEW)
SCALE: 1/8" = 1'-0"



WEST ELEVATION (GREENFIELD ROAD VIEW)
SCALE: 1/8" = 1'-0"



NORTH ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION
SCALE: 1/8" = 1'-0"

EXTERIOR MATERIAL FINISH SCHEDULE AND NOTES					
TAG	MATERIAL	MANUFACTURE	COLOR/ MODEL	SIZE	REMARKS/ NOTES
1	NOT USED				
2	BURNISHED C-BRICK MASONRY UNIT - EXTERIOR STRUCTURAL WALL W/ ACME SHIELD IWR	GRAND BLANC CEMENT PRODUCTS	BOARDMAN W/ 9TH SUPER BLACK GROUT	12"D X 4"H X 16"W	CONTACT: RALPH (517) 927-3002 SEE MASONRY NOTES BELOW
3	SPLIT-FACE MASONRY UNIT - EXTERIOR STRUCTURAL WALL W/ ACME SHIELD IWR	GRAND BLANC CEMENT PRODUCTS	UNICORN: STANDARD GREY GROUT	12"D X 8"H X 16"W	CONTACT: RALPH (517) 927-3002 SEE MASONRY NOTES BELOW
4	FIBER CEMENT WALL SYSTEM ON MTL. STUD FRAMING SYSTEM	NICHIHA FIBER CEMENT	VINTAGEWOOD: CEDAR	17 7/8" H X 119 5/16" L	CONTACT: NICHIHA (866) 424-4421
5	NOT USED				
6	NOT USED				
7	STOREFRONT TENANT DOOR ENTRY W/ 10" HIGH BOTTOM RAIL	TUBELITE	CLEAR ANODIZED ALUMINUM	SEE SHEET A-8.1 FOR DETAILS	SEE MFG. SPECIFICATIONS FOR DETAILS
8	CLEAR INSULATED GLASS IN ANODIZED ALUMINUM FRAME STOREFRONT SYSTEM	TUBELITE	CLEAR ANODIZED ALUMINUM	SEE SHEET A-8.1 FOR DETAILS	SEE MFG. SPECIFICATIONS FOR DETAILS
9	STOREFRONT TENANT DOOR, AUTOMATIC DOORS, SELECTION BY OWNER	TUBELITE	CLEAR ANODIZED ALUMINUM	SEE SHEET A-8.1 FOR DETAILS	SEE MFG. SPECIFICATIONS FOR DETAILS
10	ALUMINUM COMPOSITE PANEL SYSTEM "CLIP & CAULK" INSTALLATION	OMEGA PANEL PROD. LAMINATORS INC.	SLATE, CAULK JOINT TO MATCH MTL. PANEL	SEE ELEV. AND WALL SECTIONS FOR JOINTS	CONTACT: TOM OLSON (734) 777-6788
11	NOT USED				
12	NOT USED				
13	METAL COPING (TYP.)	PAC-CLAD	COLOR: SLATE		BY OAKLAND METAL SALES 248-377-8847 ADG TO APPROVE COLOR
14	METAL COPING (TYP.)	PAC-CLAD	COLOR: MATTE BLACK		BY OAKLAND METAL SALES 248-377-8847 ADG TO APPROVE COLOR
15	GLASS	VIRACON OR EQUAL	1" CLEAR INSULATED GLAZING		GLASS TO BE TEMPERED PER MBC WHERE NEEDED.
16	EXTERIOR DECORATIVE WALL MOUNTED SCONCE	MAXIM LIGHTING	LIGHTRAY 6102/86102, ARCHITECTURAL BRONZE FINISH	5"W X 15.75"H X 6.5"D	REFER TO ELECTRICAL PLAN FOR DETAILS
17	SPANDREL GLASS	VIRACON OR EQUAL	1" CLEAR INSULATED GLAZING		GLASS TO BE TEMPERED PER MBC WHERE NEEDED.
18	WALL MOUNTED STAND ALONE LED EMERGENCY LIGHTING	LITHONIA LIGHTING AFFINITY SERIES	DARK BRONZE METALLIC	LOCATE 12" ABOVE DOOR. SEE SPECS	REFER TO ELECTRICAL PLAN FOR DETAILS
MASONRY NOTES: INFORMATION PROVIDED BY SUPPLIER, CONTRACTOR TO COORDINATE INFORMATION W/ SUPPLIER.					
1. FOR ALL BURNISHED MASONRY UNITS, PROVIDE PHYLON 1422, SERIESS G20 ACRYLIC, 1 COAT ACRYLIC APPLIED AT PLANT AND 1 COAT ACRYLIC APPLIED AT JOB SITE AFTER CLEANING BY THE PAINTING CONTRACTOR AND USE PAINT SPRAYER, NO AIR-LESS SPRAYER. CONTACT RON HUNT FOR ADDITIONAL INFO.					
2. FOR ALL C-BRICK (SMOOTH-FACE)/ SPLITFACE MASONRY UNITS, PROVIDE PRIME-A-PELL PLUS WATER REPELLANT AT JOB SITE AFTER CLEANING BY THE PAINTING CONTRACTOR AND USE PAINT SPRAYER, NO AIR-LESS SPRAYER. CONTACT RON HUNT FOR ADDITIONAL INFO.					
BUILDING ELEVATION NOTES:					
1. ADG SHALL REVIEW AND APPROVE ALL FINAL EXTERIOR MATERIALS AND COLOR FINISH SELECTIONS PRIOR TO PURCHASE/ FABRICATION. SUBMIT MATERIALS, COLOR FINISHES AND PRODUCT SAMPLES FOR APPROVAL.					
2. ALL DOORS AND WINDOWS TO BE TEMPERED PER MBC. PROVIDE SAFETY GLAZING AS REQUIRED PER CODE.					
3. FIELD MEASURE ALL STOREFRONT WINDOWS AND DOOR OPENINGS PRIOR TO FABRICATION. PROVIDE WINDOW SIZES BASED ON FIELD MEASUREMENTS TO FABRICATOR. FABRICATOR TO PROVIDE SHOP DWG'S TO ADG FOR REVIEW PRIOR TO FABRICATION.					
4. ALL SIGNAGE SHALL COMPLY WITH CITY'S ORDINANCE AND SIGNAGE DETAILS SHALL BE SUBMITTED TO THE PLANNING DEPARTMENT IF NEEDED.					
5. ALL EXTERIOR LIGHTING SHALL BE DIRECTED DOWNWARD AND SHIELDED SO THAT LIGHT DOES NOT SHINE INTO THE ADVANCEMENT PROPERTY.					
6. ALL FINISH GRADES/ SLOPES TO BE VERIFIED PER CIVIL ENGINEERING DRAWINGS IF PROVIDED.					
7. ALL RTU TO BE FULLY SCREENED BY PARAPET. PROVIDE SCREENING IF NEEDED BY CONTRACTOR.					
8. ADDITIONAL DOORS AND EXITING REQUIREMENTS WILL BE LOCATED TO MEET THE MBC EXIT REQUIREMENTS ONCE THE INDIVIDUAL TENANT LAYOUTS ARE KNOWN.					
9. "M.C.J.": PROVIDE C-BRICK EXPANSION JOINTS AT 20'-0" O.C. SPACING MAX.					
10. EXPANSION JOINTS COLOR TO MATCH C-BRICK/ BFS/ ETC. PROVIDE SAMPLE TO ADG FOR APPROVAL.					
11. SEALANT: AS REQUIRED PER MBC. COLOR TO MATCH STOREFRONT/ MASONRY, PRODUCT BY TREMPCO					
ELEVATION NOTES:					
G BACK SIDE OF ROOF PARAPET BEYOND ROOFING SYSTEM MEMBRANE EXPOSED.					



ADG DESIGN STUDIO
189 E. BIG BEAVER ROAD
SUITE 200
TROY, MICHIGAN 48083
P. 248-254-3834
W.ABRODESIGNGROUP.COM

PROJECT:
MUG & JUG
GAS STATION

- BUILDING SHELL & INTERIORS -

4162 TWELVE MILE ROAD,
BERKLEY, MI, 48072

SHEET TITLE:
EXTERIOR
BUILDING
ELEVATIONS

DO NOT SCALE DRAWINGS
USE FIGURED DIMENSIONS ONLY

DATE: 03.20.25
ISSUE: SPA

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PROJECT NO:

091724

SHEET NO:

A-2.1











THE CITY OF BERKLEY
Community Development Department
3338 Coolidge, Berkley, Michigan 48072
(248) 658-3320

NOTICE OF PUBLIC MEETING
BERKLEY PLANNING COMMISSION

NOTICE IS HEREBY GIVEN, in accordance with Section 138-656 of the Berkley City Code, that there will be a meeting of the Berkley Planning Commission to be held at the City of Berkley in the Council Chambers, 3338 Coolidge Hwy, Berkley Michigan, on **Tuesday, May 27, 2025** at 7:00pm, or as near thereto as the matter may be reached.

APPLICATION PSU-01-25

Selwan Shina, 4162 Twelve Mile, 4150 Twelve Mile, 4138 Twelve Mile – Parcels 25-07-355-039, 25-07-355-038, 25-07-355-040 is requesting Special Land Use approval to construct a gas station/convenience store with accessory restaurant counter in the Gateway District.

Complete application information is available for review at <https://berkleymi.gov/community-development/development-projects>.

Comments regarding the request may be made in person on the night of the meeting or may be made in writing. All written comments must be submitted to the Community Development Department or email to planning@berkleymi.gov before 5:00p.m on the date of the Planning Commission meeting.

You can watch the meeting: <https://www.youtube.com/user/cityofberkley>

KRISTEN KAPELANSKI
COMMUNITY DEVELOPMENT DIRECTOR

THE CITY OF BERKLEY
Community Development Department
3338 Coolidge, Berkley, Michigan 48072
(248) 658-3320

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KRISTEN KAPELANSKI
COMMUNITY DEVELOPMENT DIRECTOR

Publish Once:
Royal Oak Tribune
Friday, May 9, 2025

OC Parcels Plus 2507355039

4162
Twelve Mile

MEADOWVALE SUB

ELLWOOD

Ellwood Ave

Thomas Ave

Countryside Ave

200

<

17

5

10

18

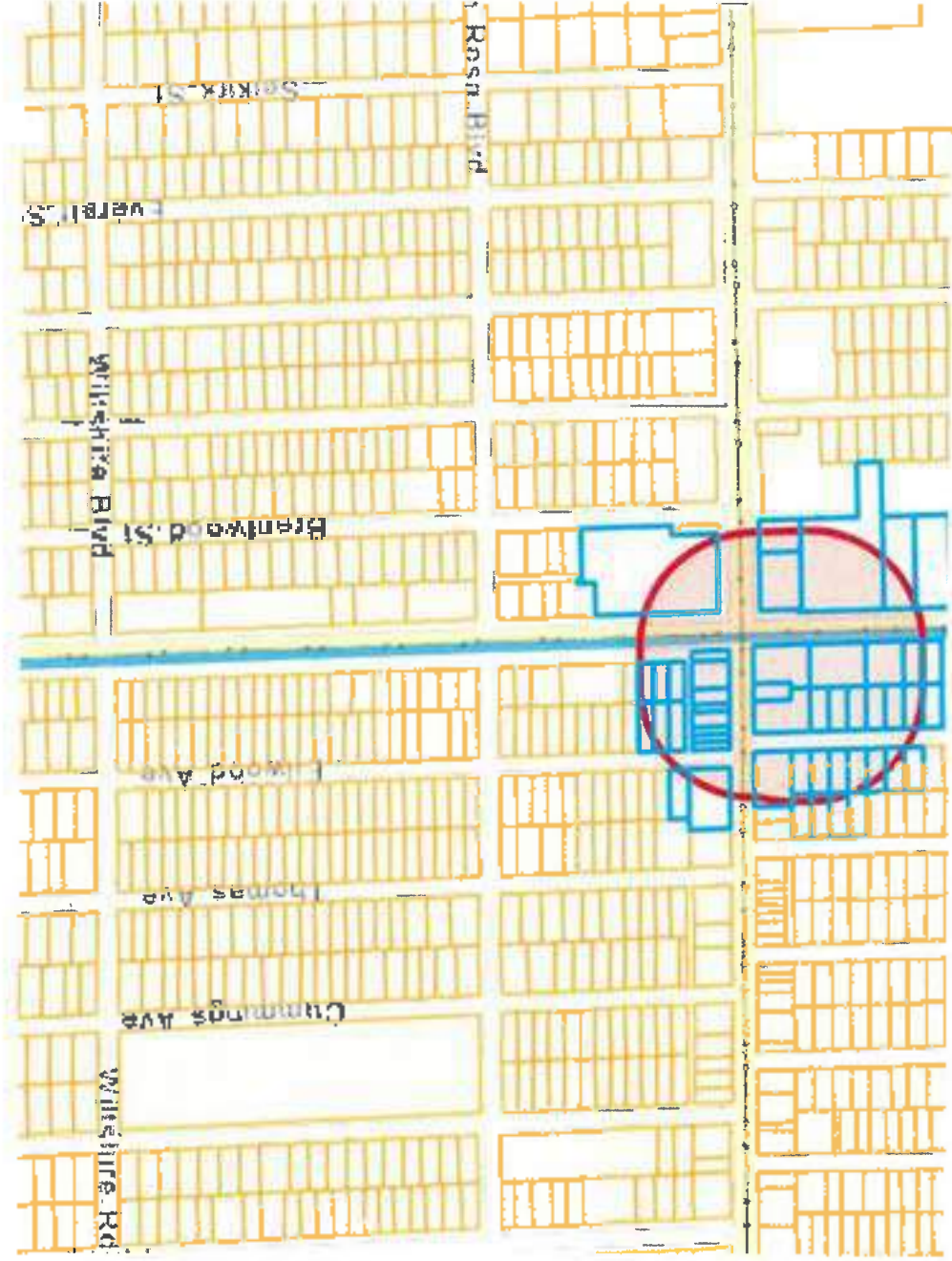
18

18

18

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42



25073550.38

4150
Twelve mile

ELW300

MENDONIA VALE SUB

Ellwood Ave

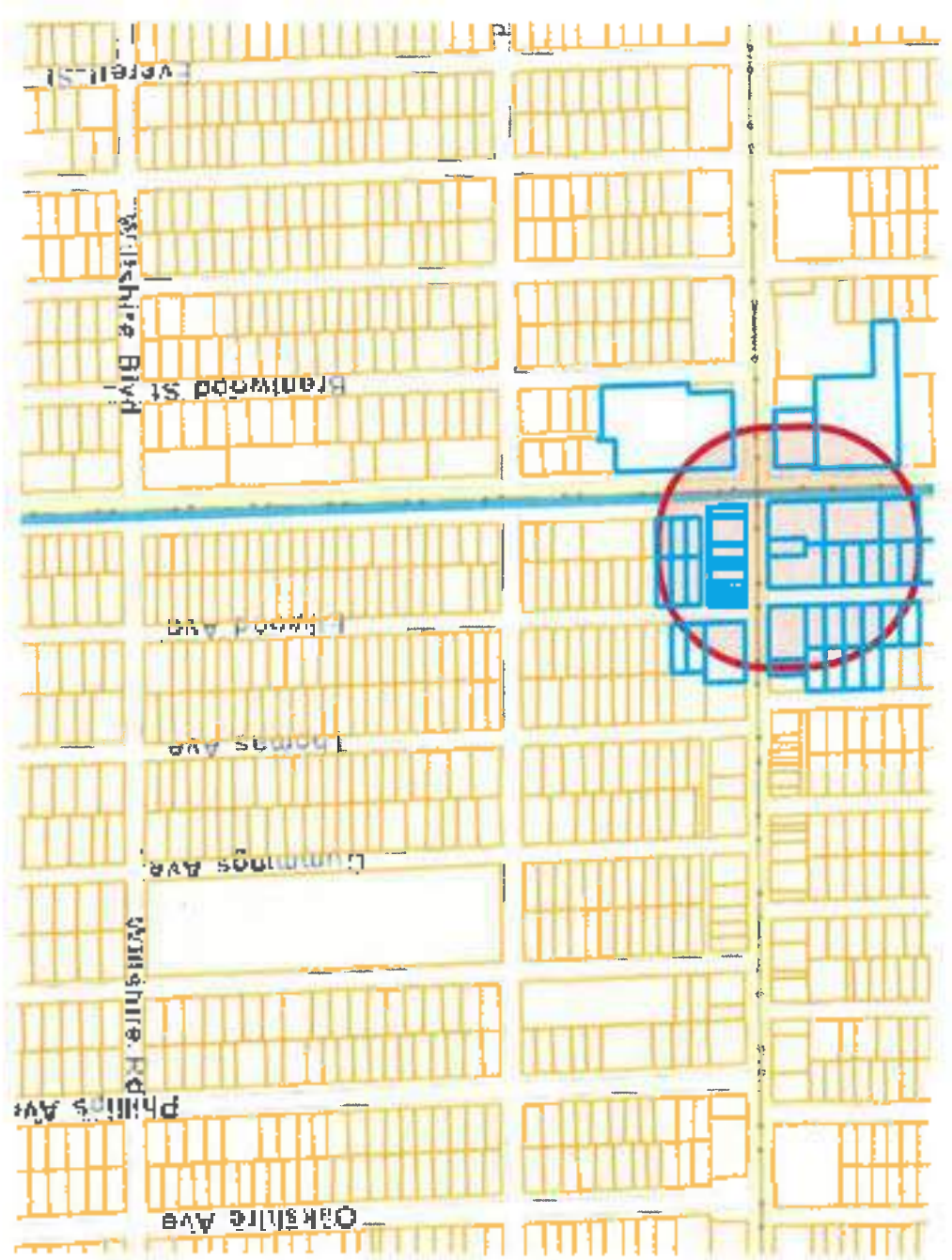
Thomas A.V.

Community: 50

83,203.42504 Degrees

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3



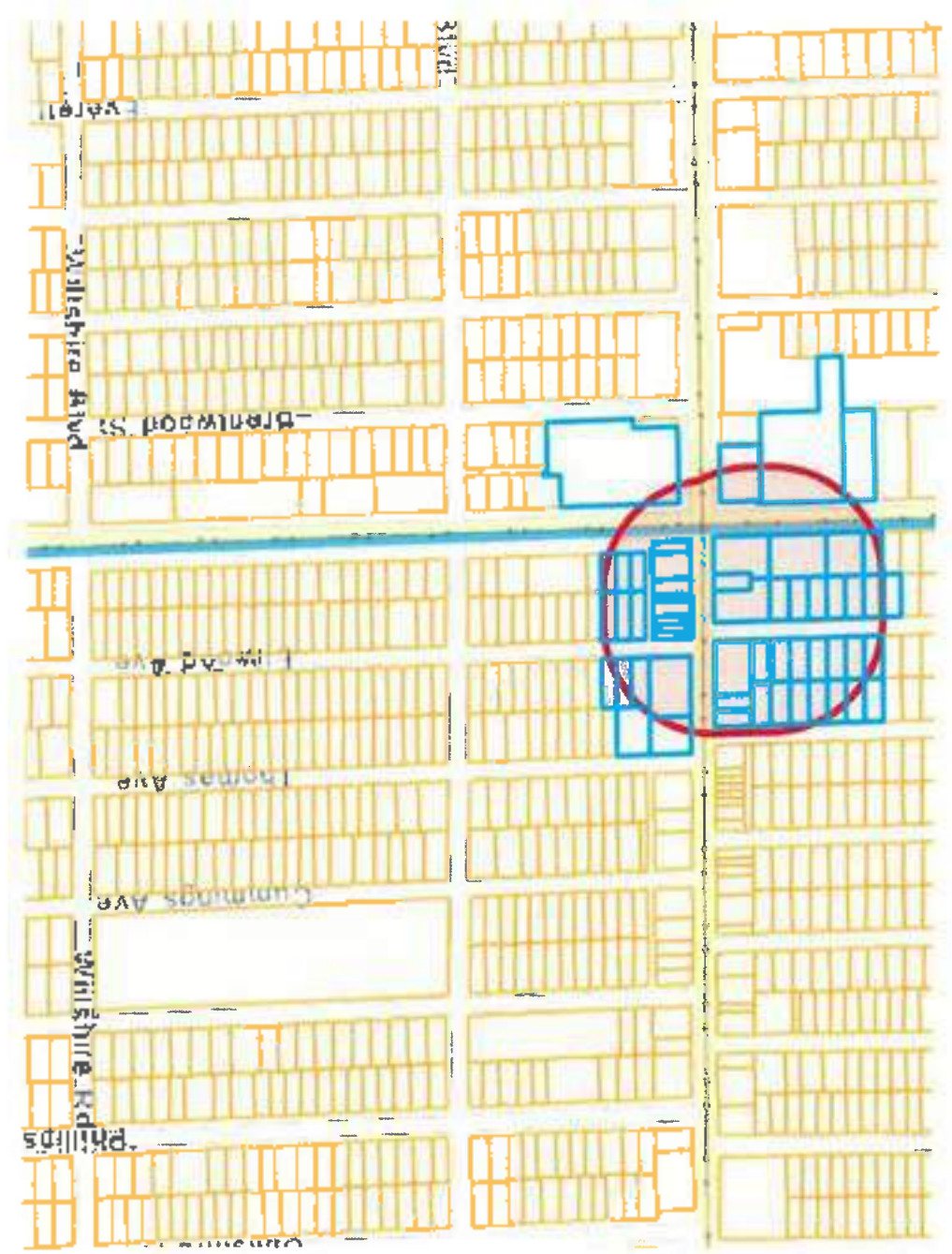
4138
Rehine

MEADOWVALE SUB

ELWOOD

Ellwood Ave

Community Ave





Kristen Kapelanski <kkapelanski@berkleymi.gov>

E-Mails of support Mug & Jug proposed project

'Vincent Jamil' via Building Department <building@berkleymi.gov>


Mon, Feb 10, 2025 at 11:26 AM

Reply-To: Vincent Jamil <mugandjug@yahoo.com>

To: "building@berkleymich.net" <building@berkleymich.net>

Cc: Ryan Shina <rshina@baysfd.com>

Project

-  Marge Gifford
Marge Gifford
To me · Wed, Jan 15 at 9:27 AM



Message Body

Your new expansion is exactly what our neighborhood needs. It will provide a much-needed revenue increase for our corner of Berkley. Convenience is key.

Devan Shamo

To me · Wed, Jan 15 at 3:21 PM



Message Body

Hi I have been a Berkley resident for 4+ years and live only a few houses away from Mug and Jug and the Coney Island. I wanted to express that I fully support the potential changes, a new gas station sounds exciting and I am looking forward to it!



Devan Shamo
Director of Operations



T: [REDACTED]
[REDACTED] [REDACTED] m
880 W Long Lake Rd Suite 300, Troy , MI 48098
Company NMLS# 1925352

Case Moerman

To me · Wed, Jan 15 at 4:08 PM



Message Body

To whom it may concern,

My name is Michael Moerman, and i am the property owner of [REDACTED] [Ellwood Ave, Berkley, MI 48072](#). I am located two houses north of the current Mug and Jug location. I would like to say i fully Support the Owners of Mug and Jug and their desire to expand the business to a larger store footage as well as adding a gas station. I have known vinny since i have lived on Ellwood for five years, and he and his family are great neighbors. I believe this development would be a great asset to the Berkley community!

dan.terry

To me · Tue, Jan 21 at 12:33 PM



Message Body

To whom it may concern-

As a resident of Berkley for more than 30 years, and a longstanding client of Mug & Jug I was very enthusiastic when I heard about the proposed project at 12 Mile and Greenfield. The addition of a gas station there is perfect for commuters coming to and from Berkley, Royal Oak and Beverly Hills before jumping on I-696. I have known Wally and Vinnie (even going back to Ronnie) for decades and always appreciated their contributions to our community. I have no doubt they will build and operate a first- class facility that will be a great benefit to our beautiful city.

Sincerely-

Daniel Terry

Mitchell Weiss

To me · Tue, Jan 21 at 6:34 PM



Message Body

To whom it may concern,

My wife and I have been customers of Mug & Jug since we moved to Berkley almost 3 years ago. When Vinnie told me about the proposed project to add a gas station to the corner of 12 mile and Greenfield my immediate reaction was it's a no brainer. That intersection sees lots of traffic and a gas station and food service I have no doubt would do well there and benefit the city of Berkley.

Best regards,

Mitchell J. Weiss



Mark Penza & Killorn O'Neill
3446 Ellwood Ave.
Berkley, MI
48072

January 22nd, 2025

To Whom It May Concern,

We are writing to express our enthusiastic support for the redevelopment convenience store/gas station project at the corner of 12 Mile and Greenfield roads.

For over 14 years we have witnessed the dedication and respect that Vincent and Wally Jamli have shown for our community. From keeping their property clean and well managed to checking on their neighbors during power outages and storms, the Jamli family have proven themselves to be pillars of the community and an integral part of Berkley's continued success and their business should be allowed to grow with the city.

If you have any further questions with regard to the character of these men and their business, please do not hesitate to contact us.

Sincerely,
Mark Penza

Elizabeth Lucker
To me · Mon, Jan 27 at 4:48 PM

Message Body

How exciting!! Having just found out about your new building project, we are so excited and thrilled for your new adventure and for your faithful neighbors who will benefit from you pursuing this endeavor. Congrats from Liz & Mary at [REDACTED] Ellwood Avenue :)

Robert Malleis

To me · Thu, Jan 30 at 1:58 PM



Message Body

Sir/Madam:

As a Berkley resident for over twenty years I maintain a strong sense of patronage with local businesses. Vince and Wally, as the owners of Mug & Jug, have brought so much to this community through their good will and honesty. Their continued presence and desire to expand within the City is worthy of my support and I hope the same from city officials.
Thank You.

Robert J. Malleis | Attorney
Robert J. Malleis, PLLC
P.O. BOX 721243
Berkley, MI 48072



Craig Sylvester
To me · Fri, Feb 7 at 10:54 AM



Message Body

Hello,
My name is Craig Sylvester. I have been a customer at Mug and Jug for about 23 years.
I have been a resident of Berkley for nearly 20 years.

Wally and Vinnie have always been very nice every time I walk in, they greet me by my name. Ask how I'm doing, how's my family doing.

I see how hard they work how much they care about the community.

They told me about the new plans that they have to transform Mug and Jug into a gas station with great food and more items. I think it would be a great addition for Berkeley and I am 100% in support of it!

Sincerely,
Craig Sylvester

Dawn Sylvester
To me · Sun, Feb 9 at 3:50 PM



Message Body

Hello,

My name is Dawn Sylvester and I've been a Berkley resident for over 30 years.

From the time I used to live in Southfield and through the decades, Mug and Jug is the "go-to" place for all parties, events, and occasions.

Sure, there are many other liquor stores in the area, but it's really great to be treated well EVERY time you walk in the door.

It doesn't matter who is behind the counter, they always have a friendly word, ask how you're doing, and how's the family.

After hearing about the expansion from Vinny and Wally, I am beyond excited for something new and fresh for them, and even more excited for the city, and that corner to have more services.

Very excited to see this happen, hopefully soon! And, we're looking forward to keeping our business with Mug and Jug.

Dawn Sylvester



Kristen Kapelanski <kkapelanski@berkleymi.gov>

PSU-01-25 special land use - no thank you!

David Miller [REDACTED]

To: planning@berkleymi.gov

Wed, May 21, 2025 at 6:39 PM

Hello,

I strongly oppose the special land use. I live on Thomas Avenue right off twelve mile and don't think a gas station on that corner will serve our community well. Traffic is already overwhelmed at that corner, especially on 12 mile where the use is proposed, and adding a gas station will only exacerbate the problem. There are also gas stations less than a mile away in either direction.

Please do not approve the proposed special land use. Thank you for your time and consideration.

-David

June 16, 2025 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember
_____ to accept the Boards & Commissions Handbook.

Ayes:

Nays:

Absent:

Motion:

MEMORANDUM

To: Mayor Dean and City Council
From: Rachel Patterson, Deputy City Clerk
Charlaine Stevenson, Assistant to the City Manager
Date: *Monday, June 16, 2025*
Subject: Updates to the City Boards & Commissions policy and procedure

Madam Mayor and Members of City Council,

Background

- An Ad Hoc Committee was formed during the October 21, 2024 City Council meeting with the purpose of working with the City Manager's Office and the City Clerk's Office to create policies and procedures for staff as well as a handbook to act as a guiding document for current and prospective board & commission members.
- Issues set for discussion by the Committee:
 - resignations
 - attendance requirements
 - the appointment and reappointment process
 - additional guidance for new appointees
- The Ad Hoc Committee met with staff from both the Clerk's Office and the City Manager's Office to discuss changes to current policy and procedures.
- Changes were separated into two phases: Phase I, which encompassed policy changes and the creation of a guiding policy document, and Phase II, which will include changes to governing ordinances and other tweaks that will require more lead time to implement. The changes summarized below comprise Phase I.

Summary of Proposed Changes

- Administration of Boards and Commissions is moving from the City Manager's Office to the City Clerk's Office.
- An updated and transparent application process and timeline for appointments, with staggered terms starting February 1 and July 1. City Council will interview candidates in a public meeting; appointees will receive notification from the Clerk's Office.
- An orientation with the Clerk's Office for existing and new appointees following the February 1 and July 1 appointments will be implemented.
- Reappointments will be based on attendance, education requirements (if applicable), and member contributions, with recommendations from the Council Liaison.

- A formalized attendance policy for all Boards & Commissions will be implemented, where members missing multiple sequential meetings or more than 25% of meetings in a calendar year will be reviewed for dismissal.
- Each Board/Commission will be required to submit a Plan of Work at the start of each year and a Yearly Summary at the end of each year.
- Standardized agenda preparation, public comment periods, voting, quorum rules, and minutes will be implemented. Agenda and minutes deadlines will be updated to ensure compliance with statutory requirements.
- Enhanced role for the staff liaison.
- A comprehensive handbook that details the board and commission structure, policies, procedures, and roles. The handbook is intended to be a living resource; this guiding policy document will be made available to both current and prospective board or commission members.

Recommendation

Acceptance of the proposed changes to board/commission procedures, policies, and accepting the City of Berkeley Boards & Commissions Handbook as a guiding document to be used by members.



City of Berkley

Clerk's Office

Boards & Commissions Handbook

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Overview

Welcome! Congratulations on your appointment to a City of Berkley Board or Commission.¹

Municipal Boards and Commissions serve an important function within the City of Berkley as advisory bodies responsible for assisting the City with areas or issues of importance. They provide valuable insight to both City policy makers and administrators.

The City of Berkley operates under a Council-Manager form of government as outlined in its City Charter. In this system, the City Council holds the ultimate legislative authority, making decisions and setting policies for the city. The City Manager, appointed by the City Council, is responsible for implementing these policies and overseeing the day-to-day operations of the city.

City staff report to the City Manager and are responsible for carrying out the administrative and operational functions of the city. Boards and Commissions, which are composed of appointed community members, work closely with City staff to provide input, develop recommendations, and advise on specific issues within their areas of focus. However, Board and Commission members do not have supervisory authority over City staff or the City Manager.

Instead, any requests or recommendations from Boards and Commissions are communicated through City staff, who coordinate with the City Manager. The City Manager, in turn, reports to and takes direction from the City Council. This structure ensures a clear and consistent chain of responsibility and accountability—beginning with community input through Boards and Commissions, moving through City staff and the City Manager, and ultimately resting with the City Council as the City's governing body.

The Value of Service

While service on a Board or Commission involves real work, it is also tremendously important and rewarding. As a member, you will have a chance to:

- Influence public policy through your recommendations
- Gain a better understanding of the issues facing the City
- Interact with other citizens on meaningful issues
- Participate in and gain new insights into the public policy process
- Give back to the community by using your time and talents to make Berkley a better place for all

A collaborative effort between the City Manager's Office and the Clerk's Office, drawing on resources from other communities and the Michigan Municipal League, this handbook is designed to help you navigate your role and introduce you to some key information that could help you understand City operations and Board expectations.

¹ There are several names for City-created bodies, such as Boards, Commissions, Committees, Authorities, etc. This document uses "Boards and/or Commissions" to refer to any such body.

Policies and Procedures

Application Process

Individuals interested in serving on a City Board or Commission must complete the “City of Berkley Boards & Commissions Application”, indicating which Board or Commission they are applying for. This application can be submitted via the City’s [website](#) or obtained and returned to the City Clerk’s Office upon completion. Eligibility to apply and serve on a Board or Commission varies based on its bylaws and authorizing legislation. Some Boards and Commissions require residency within the City of Berkley. See the Boards and Commissions list in the appendix for the eligibility requirements of a particular Board or Commission.

Applicants will be notified of the date of the next appointment cycle if they are not appointed.

Process for New Appointments

Appointments will be made twice per year, at a meeting of City Council in February and July. Applications are accepted on a rolling basis and will be held until bi-annual interviews are conducted by City Council. Exceptions will be made for Boards or Commissions needing members to meet quorum and Boards with specific membership requirements.

Before the new term starts, a Special Meeting of the City Council will be held to interview new appointees. Candidates will be able to describe the particular skills and talents they would bring to the position as well as their ideas for ways to accomplish the Board’s function. Council will then decide who to appoint based on the interviews and how well the candidates fit the vacant role. Appointments will be confirmed by Council at a regular City Council meeting.

Appointees who have been confirmed by City Council will receive notification from the City Clerk’s Office informing them of their appointment, contact information for the Staff Liaison to the Board or Commission, and the start and end date of their term. If new members do not complete the swearing-in process within 30 days of appointment, they will be removed from their Board. The Clerk’s Office will arrange a swearing-in and orientation held at least twice a year, following appointments.

The Board or Commission Chairperson will contact the Appointee within 7 days to notify them of the meeting dates, time and location. For reappointments, recommendations are provided by the Board and Council Liaison.

It is the Board or Commission member’s responsibility to notify their Staff Liaison of any change in address, phone number or email address.

Reappointments

Reappointments are made by City Council with consideration given to several factors, including attendance, completion of education requirements (if applicable), and member contributions to the activities of the Board. Each Board’s Council Liaison will make a recommendation regarding member reappointments.

Reappointed members do not have to be sworn in unless there is a gap of 6 months in serving in their positions.

Term of Service

Each Board and Commission has different terms of service based on their bylaws and authorizing legislation. See the Boards and Commissions list in the appendix for the term of service for a particular Board or Commission.

Attendance

Because so much of the work of Boards or Commissions is completed at meetings, attendance is a critical component of successful Boards and Commissions. High rates of attendance ensure full discussion of issues and the broadest range of perspectives; these factors lead to more comprehensive and collective recommendations.

Therefore, members of Boards or Commissions are expected to attend meetings on a regular basis. If a Board member is unable to attend a meeting, they should inform the Chair or the City Staff Liaison.

Membership may be terminated for absenteeism exceeding 25% of scheduled meetings within a calendar year, or for non-attendance at four consecutive meetings. If a board or commission member is removed from a board due to attendance issues they must wait 6 months to reapply.

Resignation

Resignations must be in writing, including the date and signature of the Board member resigning, and sent to their Board or Commission chair or Staff Liaison, who will then forward it to the Council Liaison and the Clerk's Office. Resignations are accepted upon receipt.

After resignation, if the individual would like to apply for a Board or Commission again after more than 6 months, they must complete the application process. If a Board or Commission member resigns before their term expires, a replacement member will be appointed via the process described above to serve the remainder of the term.

Technology

Board members who are assigned City email addresses must follow all technology policies and are subject to adhere to all FOIA requests. Any technology used to conduct City business is subject to FOIA requests.

Purchases

Boards and Commissions must adhere to City purchasing policies. All purchases must be requested through the Staff Liaison.

Advertisements

City Boards and Commissions are not authorized to create social media accounts on behalf of the Board or Commission.

If Boards wish to advertise events through City communication channels, the Board's Staff Liaison must submit a request to the Communications Director at least 14 days in advance.

All vacancies must be advertised on the city's website, social media, and other forms of media to allow notification of all residents.

Plan of Work

Boards must submit a yearly work plan that includes goals, events, and other Board-led initiatives to the Berkley City Council at the start of each calendar year, excepting the following Boards: DDA, Election Commission, Building Code Board of Appeals, Board of Review, Pension Board, Planning Commission, and Zoning Board of Appeals.

At the end of the calendar year, the Board will review its work plan to see if the year's activities align with both the Board's goals and the City's strategic plan.

At the end of each calendar year each Board will be responsible for submitting a yearly summary with bullet points describing Board accomplishments. The summary should highlight key achievements, milestones reached, and any significant contributions made by the Board during the specified year.

Board Handbook

Each new Board and Commission member will receive a copy of this handbook that defines each role within a Board or Committee and explains the Board's role with the city.

All Board and Commission reference materials, including [this handbook](#), are available on the City's website.

Questions

For questions about the Board or Commission process, please email Boards@berkleymi.gov. For all other city-related inquiries, please contact your Staff Liaison.

Roles

Board / Commission Chairperson

The Chair of a Board or Commission maintains his or her status as a voting member and takes on additional duties. These include but are not limited to:

- Prepare meeting agendas.
- Run Board/Commission meetings according to Robert's Rules of Order.
- Serve as contact person for Staff Liaison to the Board/Commission.
- Keep Board/Commission discussions on topic.
- Ensure all points of discussion are clear and understood.
- Ensure all individuals (Board/Commission members and citizens) are given a chance to speak.
- Minimize conflict and develop Board/Commission consensus.
- Summarize discussion and clarify what decisions were made.
- The Board/Commission Chairperson or designee will serve as the spokesperson on behalf of the entire Board or Commission.
- If the officer changes within any Board, the chair must email boards@berkleymi.gov to update.

City Staff Liaison

Assigned by the City Manager, the Staff Liaison is the primary staff contact for their assigned Board/Commission, aiding them with administrative support. Responsibilities include:

- Attending meetings.
- Arranging meeting logistics.
- Researching and preparing reports.
- Ensuring Open Meetings Act compliance.
 - Submitting agendas to the City Clerk's Office 24 business hours prior to meetings.
 - Submitting minutes received from the responsible board member within 6 business days and sending them to the City Clerk's office for permanent filing and posting online within 7 business days of the meeting.
- Serving as the liaison between the Board/Commission and City Administration.
- Ensuring reports reflect Board/Commission consensus and providing alternative staff recommendations when needed.
- Providing updated documents to the City Clerk's Office.
- Collecting meeting agendas and approved minutes, emailing them to Boards@berkleymi.gov.
- Managing attendance records, meeting calendars, and communication requests.
- All Boards must submit their next calendar year's meeting schedule by the third week of November of the previous calendar year via the Staff Liaison. All Board meetings, agendas, or changes must be emailed to boards@berkleymi.gov for recording purposes.
- Assisting with continuing education requirements.

Note: Boards/Commissions work with the Staff Liaison but cannot direct their work; that is the City Manager's responsibility. Concerns about staff support should be addressed with the Staff Liaison.

City Council Liaison

- The Council Liaison function serves to facilitate and enhance the advisory capacity of Boards and Commissions. The Liaison's principal function is to provide a wide range of information to the advisory body, such as information about Council discussions, policies, and actions. This helps provide a historical perspective and add context to the Board and Commission work. However, the Boards and Commissions should act independently in formulating recommendations for the City Council to consider.
- Council Liaisons shall not direct, guide, or unduly influence the work of the City's advisory bodies.
- Council Liaisons are expected to attend all their respective Board and Commission meetings.
- Council Liaisons should work with the Board Chair to review incoming applications.
- Council Liaisons are appointed by the Mayor and approved by City Council.

City Clerk's Office

The City Clerk's Office provides a wide range of support and oversight to ensure meetings and records relating to Boards and Commissions are accurate and meet applicable requirements, including:

- Maintaining rosters by updating as needed with appointments and resignations.
- Reviewing and posting meeting notices prepared by Staff Liaisons.
- Arranging accessibility accommodations requested for accessibility at public meetings.
- Notifying the Mayor and City Council of terms set to expire.
- Supporting the application, appointment, and reappointment process.
- Preparing and administering the oath of office to incoming appointees. Each new member must complete the oath of office² and Code of Ethics Affidavit³ prior to participating in any meetings.
- Managing compliance with internal and external laws, policies, and procedures.
- Providing annual training for appointees.
- Emailing all new appointees a letter, including information on the swearing-in process; the Staff Liaison contact information; the expiration date of the appointee's term; and other information the City Clerk deems appropriate. The Clerk's Office will arrange a swearing-in and orientation held at least twice a year, following appointments.
- Being the point of contact for Commissioners who are resigning from a Board or Commission.

City Attorney's Office

The City Attorney's Office also provides support for City Boards and Commissions, including:

- Reviewing and advising on bylaws.
- Providing guidance on applicable procedural and legal requirements.

Note: Please submit any inquiries to the Staff Liaison of your Board, who will reach out to the appropriate department on the Board's behalf.

² [Sample Oath of Office](#)

³ [Disclosure & Affidavit](#)

Board/Commission Meetings

The work of a Board or Commission is typically accomplished within the scope of a meeting. Several Boards and Commissions have regularly scheduled meetings established by statute or Board/Commission bylaws, while others meet as needed. These Boards and Commissions meet in a variety of locations; some will meet in a particular place according to bylaws or custom, while others will meet at locations based on availability. Refer to the Boards and Commissions list in the appendix for meeting times and locations of specific Boards or Commissions.

In addition to regular meetings, there may be occasions where a Board or Commission will need to cancel or postpone a meeting, reschedule an issue for consideration to another meeting, or hold a special meeting to address a pressing issue. In all such cases, the Chair and Staff Liaison should take care to ensure requirements of the Open Meetings Act are upheld and critically affected parties are notified.

Keys to Becoming an Effective Board or Commission Member

Like any endeavor, serving as a Board or Commission member requires you to put in time and effort. Several key behaviors can help make you a more effective part of these groups:

- Be familiar with the operating statute, bylaws, and other critical documents of your particular Board or Commission.
- Review the Open Meetings Act.
- Attend meetings and come prepared.
- Understand the role of your Board and Commission and constraints on the City.
- Remember you are one member of a Committee.

All Board meetings, agendas, or changes must be emailed to Boards@berkleymi.gov for recording purposes. If the officer changes within any Board, members are required to email boards@berkleymi.gov to update.

Decorum and Rules of Order

Members of a Board or Commission, by nature of their appointment, are representatives of the City of Berkley. As such, members are expected to act with respectability and courtesy toward each other, City staff, and members of the public appearing at Board or Commission meetings. In the same manner, members of the staff and public are also expected to follow rules of decorum and order at Board and Commission meetings. City staff is expected at all times to act in a professional manner towards members of Commissions and Boards and members of the public.

In cases where the behavior at a meeting is outside proper decorum, it is the responsibility of the Chair of the Board or Commission to control the situation and resolve any issues. If the problem is persistent, it is suggested to follow the tips in the “Conflict Resolution and Dealing with the Public” section of this handbook.

Depending on the Board or Commission, rules regarding meeting order may vary from very formal to less formal. The bylaws of the particular Board or Commission should be followed at all times; where the bylaws are not specific or do not exist, guidelines from the [Roberts Rules of Order](#) should be followed, to be supplemented as necessary with Board/Commission custom or common sense rules of operation. For

members of the public or other guests attending a Board or Commission meeting, rules of order may not be known or understood; in these cases it is appropriate for the Chair to explain how the meeting will proceed. A full version of Roberts Rules of Order is available for review at www.parliamentarians.org.

Meeting Notices

Advance public notice of meetings is provided, at a minimum, by physically posting a physical notice and listing the meeting on the City Website. Posting is legally required to be made no less than 18 hours before a meeting. In order to allow the Clerk's Office sufficient time to meet this requirement, ***agendas must be sent to the Clerk's Office by the Staff Liaison 24 business hours prior to the meeting date***. This time is needed to allow the Clerk's Office sufficient time to process and post the notice.

There are two types of meetings: regular meetings and special meetings. Boards and Commissions schedule regular meetings at the start of each year, if applicable. When necessary, Commissions may reschedule regular meeting dates by vote at a meeting throughout the year. Special meetings supplement the regular meeting schedule and often focus on specific topics. Scheduling either type of meeting includes many common key points.⁴

Key Points for Scheduling Meetings:

- Avoid scheduling meetings for dates identified as Regular City Council meeting days, City holidays and /or other recommended holiday observances.
- Advanced notice of meetings is required for all meetings: regular meetings and special meetings.
- Work with your Staff Liaison to make sure these are published and distributed appropriately.
- If a Board or Commission needs to reschedule a meeting date, the Staff Liaison must notify the City Clerk's Office within 3 days of the date change. The notification must include the details of the rescheduled meeting, such as the new date, time, and location. Changes to the yearly meeting calendar will be posted online and at City Hall.
- If a Board or Commission needs to change the location of a meeting, the Staff Liaison must notify the City Clerk's Office within 3 days of the location change. The notification must include the details of the relocated meeting, including the new date, time, and location. The Clerk's Office will post the amended meeting agenda as soon as it is received.

Agendas

Agendas are critical documents for keeping meetings on topic and progressing in an orderly manner. With the exception of subcommittee meetings, agendas are required to be posted online for all meetings at least 18 hours ahead of each meeting. To meet this requirement, ***all agendas must be emailed to Boards@berkleymi.gov 24 business hours prior to the meeting*** by the Staff Liaison.

Under record retention rules, the City keeps all agendas and agenda packets created as a part of the permanent record of each meeting.

Public Comment

In cases where members of the public have attended to speak on a particular issue, comments should be made during the time that agenda item is discussed. All meetings are open under the Open Meetings Act.

⁴ [Sample meeting notice](#) included in the Index

There should be an item on the agenda for public comment. The Board or Commission by-laws should address time limits for public comments.

Voting and Quorum

In cases where a Board or Commission must vote or where a critical issue is being decided, a majority of the Board/Commission members (a quorum) must be present. For official actions, a majority of the quorum must vote in favor.

Meeting Minutes

Meeting minutes for a Board or Commission describe the action and discussion that took place at a given meeting. Minutes are typically taken by a Board or Commission secretary, other member, or the Staff Liaison. In general, the minutes should include a brief summary of a discussion and should contain mainly a record of the legislative actions (items voted on) from the meeting.

Board or Commission bylaws may provide more specific procedures regarding meeting minutes.

The synopsis of minutes or draft minutes must be available for public inspection and for review by members of Boards and Commissions as well as the general public **within 8 business days** after the meeting to which the minutes refer. Typically minutes will be approved at the next meeting of the Board or Commission, and any changes should be made in open session with approval of a majority of members. For convenience, approved minutes are available on the City Website.⁵

Staff Liaisons are responsible for receiving minutes from the Board member responsible for taking them within 6 business days of the meeting, and for sending the minutes to the City Clerk's office for permanent filing and posting online within 7 business days of the meeting (business days are defined as Monday through Friday, excluding City-observed holidays). Minutes approved by the Board/Commission should be sent to the Clerk's Office immediately after the meeting. Approved minutes will replace the draft minutes and be posted to the City website in their place.

Open Meetings Act

The Open Meetings Act of Michigan, Public Act 267 of 1976, requires that meetings of a public body, including Boards, Commissions, Committees, or Subcommittees authorized to "perform a governmental or proprietary function," make all decisions and hold all deliberations that include a quorum at a meeting open to the public, with limited exceptions. For this reason Boards, Commissions, Committees, and Subcommittees should not make decisions by email or text. It is therefore important that the members do not fall into the habit of hitting "reply all" and accidentally making decisions on email questions posed.

The Act also allows members of the public to address the public body, requires public notice of meeting times and places as well as changes to the same, and calls for the keeping of meeting minutes and the ability for the public to access these minutes. Advance public notice of meetings is provided, at a minimum, by physically posting a physical notice and listing the meeting on the City Website. Posting is legally required to be made no less than 18 hours before a meeting. OMA requires that minutes are made available to the public within 8 days, these may be complete draft minutes or a synopsis of all board decisions made at the

⁵ [Sample minutes](#) included in the Index

meeting. The OMA allows for closed sessions in limited situations and the City Attorney should be involved in any decision to go into closed session.

The State of Michigan Attorney General has created an [Open Meetings Act Handbook](#) as a guide. A full version of the Open Meetings Act is available for review online at www.legislature.mi.gov.⁶

Freedom of Information Act (FOIA)

The Michigan Freedom of Information Act (FOIA) provides all persons (except persons incarcerated in correctional facilities) access to public records of public bodies. Generally, all City records are subject to disclosure under FOIA, including all email correspondence, text messages relating to Boards and Commissions business, and other records.

Charter v Ordinance

City Boards and Commissions are established through two primary legal mechanisms: the City Charter, which serves as the foundational document outlining the City's government structure and powers, or through City ordinances, which are local laws passed by the City Council. The specific roles, responsibilities, and operational procedures of these Boards and Commissions are typically detailed within the establishing charter provision or ordinance.⁷

The Michigan Municipal League defines [charter](#) and [ordinance](#):

- A **charter** is similar to a local Constitution—it prescribes procedures to be followed in operating local government, establishes the powers and duties of elected officials, creates safeguards to protect against misuse of authority, and provides opportunities for citizen involvement. Michigan is a home rule state, and home rule gives the citizenry the right and responsibility to form its own government. A charter provides the mechanism for accomplishing the myriad tasks assigned to elected officials to govern their communities. Citizens write the charter and determine what the governmental structure will be to exercise those powers.
- An **ordinance** is a local regulation. It is enacted by the local government's governing body, and must serve a public purpose within the scope of the local governing body's authority. As a local regulation, an ordinance is particular to the local jurisdiction enacting it—procedural processes can be different in different communities. The Home Rule Cities Act specifies that city charters must provide for the process of enacting an ordinance, as does the Home Rule Village act for home rule villages and the General Law Village Act for general law villages. These processes include adoption procedures, notices, voting requirements, and publication requirements. City Boards and Commissions are established through two primary legal mechanisms: the City Charter or City ordinances.⁸

These legal mechanisms ensure that the establishment and operation of these bodies are transparent, accountable, and aligned with the City's overall governance framework and the needs of its citizens.

⁶ See [appendix](#)

⁷ These governing ordinances are included in each Board or Committee's appendix section.

⁸ Definitions provided by the Michigan Municipal League, follow links for more information.

APPENDIX

APPENDIX

Open Meetings Act—Definitions and Requirements

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Beautification Advisory Committee

Board of Review

Building Code Board of Appeals

Committee for Engagement and Transparency

Downtown Development Authority

Elections Commission

Environmental Advisory Committee

Historical Committee

Library Advisory Board

Parks & Recreation Advisory Board

Planning Commission

Public Safety Pension Board

Tree Board

Zoning Board of Appeals

Beautification Advisory Committee

Overview:

Committee Contacts

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2025 Meeting Schedule

Governing Ordinances - Beautification Advisory Committee

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Open Meetings Act—Definitions and Requirements

Definitions

Public body: Any local legislative or governing body, including a Board, Commission, Committee, subcommittee, authority or council, empowered to exercise governmental or proprietary authority or function.

Meeting: The convening of a public body at which a quorum is present for the purpose of deliberating toward or rendering a decision on a public policy.

Closed Session: A meeting or part of a meeting of a public body which is closed to the public.

Decision: A determination, action or vote on a motion, proposal, recommendation, resolution or ordinance, on which a vote by members of a public body is required and by which a public body effectuates or formulates public policy.

Person: An individual, corporation, partnership, organization, or association. This does not include an individual serving a sentence of imprisonment in a state or county correctional facility in this state or any other state, or in a federal correctional facility.

Requirements for Meetings

- All meetings of a public body shall be open to the public and shall be held in a place available to the general public. A person may tape record, video tape, broadcast live, and telecast live the proceedings. A public body may establish reasonable rules and regulations in order to minimize the possibility of disrupting the meeting.
- All decisions of a public body shall be made at a meeting open to the public.
- All deliberations of a public body constituting a quorum of its members shall take place at a meeting open to the public, except for closed sessions.
- A person shall be permitted to address a meeting of the public body under rules established by a public body; a person shall not be excluded from a public meeting except for breach of the peace at the meeting.
- The Act does not apply to a meeting which is a social or chance gathering or conference not designed to avoid the Act.
- Notice of regular meetings shall be posted within ten days after the first meeting in each calendar or fiscal year.
- For a rescheduled regular or a special meeting, a public notice stating the date, time, and place of the meeting shall be posted at least 18 hours before the meeting in a prominent and conspicuous place at both the public body's principal office and, if the public body directly or indirectly maintains an official internet presence that includes monthly or more frequent updates of public meeting agendas or minutes, on a portion of the website that is fully accessible to the public.
- Minutes must be taken.

Open Meetings Act—Posting Requirements

Introduction

The Michigan Open Meetings Act (OMA) requires meetings of a public body to be open to the public and held in a place available to the general public. Notice of regular meetings shall be posted within ten days after the first meeting in each calendar or fiscal year, and notice of special meetings shall be posted at least 18 hours before the meeting. In addition, the OMA allows for public bodies to hold emergency meetings. Public notices must contain the name of the public body to which the notice applies, its telephone number, and its address. PA 528 of 2012 amended the OMA with the intent to create more transparency in the event a public body has to hold an emergency meeting that does not comply with the 18-hour notice requirement of the OMA. This new Act contains additional new posting requirements for public bodies: public bodies are now required to post notices in a “prominent and conspicuous place” on their official websites.

Requirements for rescheduled regular meetings or special meetings

If a public body reschedules a regular meeting or holds a special meeting, a public notice stating the date, time, and place of the meeting shall be posted at least 18 hours before the meeting in a prominent and conspicuous place at:

- both the public body’s principal office and,
- if the public body directly or indirectly maintains an official website that includes monthly or more frequent updates of public meeting agendas or minutes, on a portion of the website that is fully accessible to the public.

The public notice on the website shall be included on either the homepage or on a separate webpage dedicated to public notices for special meetings and accessible via a prominent and conspicuous link on the website’s homepage that clearly describes its purpose for public notification of those special meetings.

Requirements for emergency meetings

A public body may meet in an emergency session in the event of a severe and imminent threat to the health, safety, or welfare of the public when 2/3 of the members serving on the body decide that delay would be detrimental to efforts to lessen or respond to the threat. However, if a public body holds an emergency public meeting that does not comply with the 18-hour posted notice requirement, it shall make paper copies of the public notice for the emergency meeting available to the public at that meeting. The notice shall include:

- an explanation of the reasons that the public body cannot comply with the 18-hour posted notice requirement.
 - The explanation shall be specific to the circumstances that necessitated the emergency public meeting, and the use of generalized explanations such as “an imminent threat to the health of the public” or “a danger to public welfare and safety” does not meet the explanation requirements of this subsection.
- If the public body directly or indirectly maintains a website that includes monthly or more frequent updates of public meeting agendas or minutes, it shall post the public notice of the emergency meeting and its explanation on its website in the manner described for an internet posting above.
- Within 48 hours after the emergency public meeting, the public body shall send official correspondence to the Board of county Commissioners of the county in which the public body is principally located, informing the Commission that an emergency public meeting with less than 18 hours’ public notice has taken place.
 - The correspondence shall also include the public notice of the meeting with explanation and shall be sent by either the U.S. postal service or electronic mail.

Compliance with the notice requirements for emergency meetings shall not be construed to create a legal basis or defense for failure to comply with other provisions of the OMA and does not relieve the public body from the duty to comply with any provision of the Act.⁹

⁹ [Open Meetings Act in full](#)

Code of Ethics Affidavit and Disclosure Statement



CODE OF ETHICS AFFIDAVIT AND DISCLOSURE STATEMENT

STATEMENT OF PURPOSE

The disclosure requirements and standards of conduct apply to City officers and employees, including the Mayor, Members of City Council, Department Directors, and other appointees such as board and commission members, and employees of the City of Berkley.

The intent of this document is to be proactive in identifying potential conflicts of interest and any appearance of impropriety, to ensure that governmental decisions are made in the public's best interest, and to prohibit public servants from participating in matters that affect their personal or financial interests.

DISCLOSURE

Use this form to describe any relationships, transactions, positions you hold, or any other circumstances that could contribute to an actual or perceived conflict of interest between the City of Berkley and your personal interest. (Use additional pages if necessary.)

1. To the best of your knowledge, do you or any members of your immediate family own any interest in real property located within the City of Berkley other than a single-family residence which you occupy?

☐ YES ☐ NO

2. If you answered yes to question #1, please provide the following information related to real property you own, what is the nature of your interest in the real property? Provide the street address of unimproved property and state its location in relation to existing streets and the property's permanent real estate tax identification number:

3. Do you or members of your immediate family own five percent (5%) or more of any business entity located in the City of Berkley?

☐ YES ☐ NO

4. If you answered yes to question #3, please state the name and address of the entity; the nature of your relationship to the entity and the date the relationship commenced:

5. Do you or any members of your immediate family have direct financial or ownership interest in, or business or employment relationships with any supplier, service provider or contractor of the City of Berkley from which you or they derive direct compensation or financial benefit that is not reported in the prior answers?

☐ YES ☐ NO

6. Have you or any members of your immediate family given or received any gifts, loans, goods, or services from individuals (excluding immediate family members), the value of which exceeds \$100.00, within the last year, or since the effective date of this code, whichever time period is shorter, to or from any person or business or other legal entity doing business with the city, other than legal campaign contributions?

☐ YES ☐ NO

7. If you answered yes to question #6, please describe the nature of the gift, the name and address of the donor and the date the gift was made:

AFFIRMATION

Statements and answers provided in the above Disclosure Statement are true to the best of my knowledge, information and belief. I have read and understand the Code of Ethics of the City of Berkley and, to the best of my knowledge, I am not in conflict with its provisions.

Printed Name

Signature

Title

Date

Department (Employees Only)

Office, Board, or Commission

Accepted by: Victoria Mitchell, City Clerk

Pursuant to Berkley City Code, Chapter 2, Section 2-40 Administration, Article II Officers and Employees the following affidavit must be completed by the following:

1. All city of Berkley elected officials
2. Members of all City of Berkley Boards and Commissions
3. Members of the Downtown Development Authority
4. All City of Berkley Department Directors and Assistant and Deputy Directors

This Affidavit is to be completed within twenty (20) days following the election, employment, or appointment of a City officer or employee, or within twenty (20) days of any change in the facts set forth in the City Officer's or Employee's previously filed Affidavit and Disclosure Statement.

Sample Oath



CITY OF BERKLEY, MICHIGAN

OATH OF OFFICE FOR

FirstName LastName

I, FirstName LastName, having been duly appointed as an alternate to the BOARD/COMMISSION for the City of Berkley, do hereby solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Michigan, the Charter and Ordinances of the City of Berkley, and I will perform the duties of my office to the best of my ability.

FirstName LastName

Subscribed and sworn to before me this XX (DAY) of XXX (MONTH), YEAR.

Rachel Patterson
Deputy City Clerk

Sample Resignation Letter

Your Name

Your Address

City, State, ZIP Code

Email Address

Phone Number

Date

Mayor and City Council, % Clerk's Office

City of Berkley

3338 Coolidge Highway

Berkley, MI 48072

Dear Mayor and City Council Members,

I am writing to formally resign from my position on the [Name of Board or Commission], effective [last date of service].

This decision was not made lightly, but due to [brief reason if desired, such as personal commitments, professional obligations, or relocation], I believe it is the right time for me to step aside and allow another resident the opportunity to serve.

I understand that to once again join the board/commission I must complete the application process.

Best,

[Your Name]

Signature

[DIGITAL VERSION](#)

Agenda Template

PUBLIC NOTICE



Board/Commission Name

Meeting Date

Meeting Time

Meeting Location

Present:

Member 1

Member 2

Member 3

Member 4

Member 5

Member 6

Member 7

Member 8

Absent:

Absent Member

Absent Member

I. Call to order

II. Public comments

III. Approval of minutes from prior meeting

IV. Officer reports

V. Old business

A. Topic/Issue A

B. Topic/Issue A

C. Topic/Issue A

VI. New business

A. Topic/Issue A

•

B. Topic/Issue A

•

VII. Update from City Council Liaison

VIII. Adjourn

1. Vote

2. Time

Next meeting: DATE & TIME

DIGITAL VERSION

Note: Agendas must be emailed to Boards@berkleymi.gov by the Staff Liaison 24 business hours prior to the meeting.

Synopsis of Minutes Template

Board/Commission Name

Meeting Date

Meeting Time

Meeting Location

Present:

Member 1

Member 2

Member 3

Member 4

Member 5

Member 6

Member 7

Member 8

Absent:

Absent Member

Absent Member



Approved the following:

APPROVAL OF THE MINUTES: Matter of approving the minutes of the previous Board/Commission meeting.

MOTION NO. M-00-25: First approved motion.

MOTION NO. M-00-25: Second approved motion.

FirstName Lastname, Board Chair

Attest:

FirstName Lastname, Secretary (or member who prepares the minutes)

[DIGITAL VERSION](#)

Note: *Synopsis or draft minutes must be submitted to the Staff Liaison within 6 business days of the meeting*

Minutes Template

Board/Commission Name

Meeting Date

Meeting Time

Meeting Location

Present:

Member 1

Member 2

Member 3

Member 4

Member 5

Member 6

Member 7

Member 8

Absent:

Absent Member

Absent Member

I. Call to order

II. Public comments

III. Approval of minutes from prior meeting

IV. Officer reports

V. Update from City Council liaison

VI. Old business

A. Topic/Issue A - Motion description

- Motion Maker: Member Name
- Second: Member Name
- Motion Approved/Denied

B. Topic/Issue B - Motion description

- Motion Maker: Member Name
- Second: Member Name
- Motion Approved/Denied

C. Topic/Issue C - Motion description

- Motion Maker: Member Name
- Second: Member Name
- Motion Approved/Denied

VII. New business

A. Topic/Issue A - Motion description

- Motion Maker: Member Name
- Second: Member Name
- Motion Approved/Denied

B. Topic/Issue B - Motion description

- Motion Maker: Member Name
- Second: Member Name
- Motion Approved/Denied

VIII. Adjourn

1. Vote
2. Time

Next meeting: DATE & TIME

[DIGITAL VERSION](#)

Note: *Draft minutes or synopsis of minutes must be submitted to the Staff Liaison within 6 business days of the meeting.*



City of Berkley Boards and Commissions

Beautification Advisory Committee

The Beautification Advisory Committee was established in 1981 to research and propose a wide range of strategies aimed at maintaining and enhancing the city's overall cleanliness and visual appeal. This includes: initiatives related to landscaping, public art installations, litter control, the preservation of historical landmarks and many more.

Additionally, the Committee is responsible for advising on other relevant matters as directed by the city council or city manager. These additional responsibilities may include reviewing proposed developments for their aesthetic impact, creating public awareness campaigns around beautification efforts, and collaborating with other city departments and community organizations to achieve common goals.

Board of Review

The Board of Review is responsible for reviewing property assessments as requested by Berkley property owners. If it is determined a specific property has been inappropriately assessed or omitted from the tax roll, the Board of Review is responsible for making the correction in conjunction with the Oakland County Assessor.

Building Code Board of Appeals

The Building Code Board of Appeals is responsible for hearing grievances that result from decisions rendered by city building officials. Board members can take action on disputes related to the interpretation of the building code and cannot waive or change the code.

Committee for Engagement and Transparency

The Committee for Engagement & Transparency (CET) mission is to serve as the City's extended communications arm by bridging the divide between the city administration and Berkley residents. The CET will raise public awareness on city services, promote the City of Berkley's vision for an inclusive community, and will build trust between the community and the City. As an outcome, the citizens of Berkley will:

- Be well informed about City initiatives and projects
- Recognize the accessibility of Berkley's services and City staff
- Share accurate information from the City and clarify City initiatives

Downtown Development Authority

The Downtown Development Authority (DDA), in accordance with Act 57 of the Public Acts of Michigan of 2018, ensures the correction and prevention of deterioration in the 'downtown district' of Berkley, the encouragement of historic preservation, the creation and implementation of development plans in the downtown district and the promotion of economic growth.

Elections Commission

Our Elections Commission is responsible for establishing precincts, assessing voting equipment needs, providing election supplies (including ballots), appointing precinct inspectors, and carrying out other election-related duties for their respective jurisdictions.

Environmental Advisory Committee

The Environmental Advisory Committee recommends actions and programs aimed at protecting the environment and promoting environmental stewardship in the City of Berkley. In 2019, the Committee in collaboration with EcoWorks produced the City of Berkley Energy Plan; the Energy Plan was subsequently adopted by City Council that same year. The Energy Plan can be found by [clicking here](#).

Historical Committee

The Historical Committee to study and recommend various approaches to utilizing city history in developing educational and cultural activities, and perform other similar functions and activities as may be referred to it from time to time, either by the city council or the city manager.

Library Advisory Board

The Library Board is a fact-finding and advisory body, responsible for submitting recommendations to the City Council and the City Manager regarding present and future library operations, activities, and building facilities.

Parks & Recreation Advisory Board

The Parks and Recreation Advisory Board provides advice and leadership as it considers park and recreational needs of Berkley residents and provides insight, for city leaders, in the areas of public interest and costs related to leisure services and facilities. Members of the Board assist in implementing the Parks and Recreation Strategic Plan.

Planning Commission

The Planning Commission consists of nine residents who are appointed by the Mayor and approved by City Council, to serve a three-year term. Members shall be representative of important segments of the community such as the economic, educational, and social development of the local unit of government in accordance with the major interests as they exist in Berkley such as recreation, education, transportation, industry, and commerce.

In accordance with state and city ordinances, the Planning Commission is responsible for:

- Drafting and adopting the city's master plan
- Reviewing and recommending approval of the city's Capital Improvement Plan in accordance
- Developing and updating Zoning text and map changes
- Reviewing Special Land Use requests described in the zoning ordinance
- Conducting Site Plan Reviews

Public Safety Pension Board

The City of Berkley Public Safety Department has a Public Act 345 Pension System which is governed by a Board of Trustees. The Board of Trustees makes decisions on behalf of all of the Public Safety Pension members in regard to investment firms and managers, actuarial firms, and actuarial assumptions. The City Council approves of the recommended decisions by the Board of Trustees via the annual budget process and annually setting the millage rate for the Public Act 345 Property Tax Levy.

Tree Board

The Tree Board assists the City Manager and Department of Public Works in developing comprehensive tree management and preservation programs for the City. The Board also serves as a clearinghouse for information on trees.

The Tree Board consists of nine members, one of which may be a City Council member. Each member serves a three-year term, except for the Council member, who serves a one-year term. The director of the Department of Public Works serves as an ex-officio member of the Tree Board.

Zoning Board of Appeals

The Zoning Board of Appeals (ZBA) is composed of 7 residents and two alternates, appointed to a 3-year term. Meetings are held, as needed, on the 2nd Monday of every month at 7 PM at the City Hall, 3338 Coolidge. ZBA meetings are televised live on Berkley's government access channel, WBRK (available for WOW and Comcast customers).

The ZBA hears the following types of cases:

- Zoning Variances, both use and nonuse variance requests
- Zoning Appeals as described under the zoning ordinance
- Interpretation of use

Beautification Advisory Committee

If the City of Berkley is a canvas, the Beautification Advisory Committee is the artist that takes a wide-angled view of the community, develops recommendations, and then advises City leaders about various methods to improve the aesthetics of the City. Committee members add value by implementing the proposed beautification plans.

Committee recommendations may also identify a number of initiatives aimed at engaging residents and community groups to keep the City clean and beautiful year-round. Examples of Committee activities include the following:

- Planting flower gardens
- Tree Preservation
- Blight removal
- Storefront improvements
- Open space needs
- Annual paint up-cleanup-fix up event
- Beautification projects on municipal property
- Christmas holiday decorations

Overview:

Function: To study and recommend various approaches to making and keeping the city clean and beautiful, and to perform other similar functions and activities as may be referred to it from time to time either by the city council or the city manager.

Quorum: majority of members

Meeting Schedule: once per month; 6:30 PM

Meeting Location: 2733 Coolidge Highway

Positions Required: Chairman, Vice Chairman

Member Limit: Any number of registered voters and/or property owners in the city appointed by the city council; the council may appoint a high school student residing in the city school district whose term of office shall be for one year commencing October 1.

Term Length: 3 years

Other Requirements: scrapbook or chronological history of activities and accomplishments

Council Liaison: Greg Patterson gpatterson@berkleymi.gov

Staff Liaison: Shawn Young syoung@berkleymi.gov

Resources:

- [Minutes and Agendas](#)

2025 Meeting Schedule

2025 Beautification Advisory Meetings		
Date:	Time:	Location:
April 23	6:30 PM	2733 Coolidge Highway
May 28	6:30 PM	2733 Coolidge Highway
June 25	6:30 PM	2733 Coolidge Highway
July 23	6:30 PM	2733 Coolidge Highway
August 27	6:30 PM	2733 Coolidge Highway
September 24	6:30 PM	2733 Coolidge Highway
October 22	6:30 PM	2733 Coolidge Highway
November 12	6:30 PM	2733 Coolidge Highway
December 10	6:30 PM	2733 Coolidge Highway

Governing Ordinances - Beautification Advisory Committee

Sec. 2-196. Created; function.

There is hereby created a beautification advisory committee to study and recommend various approaches to making and keeping the city clean and beautiful, and to perform other similar functions and activities as may be referred to it from time to time either by the city council or the city manager. (Code 1981, § 2-53)

Sec. 2-197. Composition; appointment; terms.

The beautification advisory committee shall consist of any number of registered voters and/or property owners in the city appointed by the city council from time to time for a term of three years. The council may appoint a high school student residing in the city school district whose term of office shall be for one year commencing October 1. (Code 1981, § 2-54)

Sec. 2-198. Compensation.

Members of the beautification advisory committee shall serve without compensation. (Code 1981, § 2-55)

Sec. 2-199. Organization; meetings.

A chairman and vice-chairman shall be selected by the beautification advisory committee members and meetings shall be held at least once every month with minutes properly filed and recommendations and reports promptly presented to the city council. (Code 1981, § 2-56)

Sec. 2-200. Funding; personnel.

The city shall provide reasonable funds and clerical personnel to enable the beautification advisory committee to function properly. (Code 1981, § 2-57)

Sec. 2-201. Recommendation of beautification plan.

The beautification advisory committee shall study various neighborhoods and the community as a whole to recommend a specific beautification plan for the city, including, but not necessarily limited to, the following areas of activities:

- (1) Flower gardens;
- (2) Tree preservation;
- (3) Blight removal;
- (4) Store front improvements;
- (5) Open space needs;
- (6) Annual paintup-cleanup-fixup;
- (7) Architectural review;
- (8) City property beautification; and
- (9) Christmas decorations.

To accomplish these objectives, the beautification advisory committee may appoint ad hoc subcommittees to assist it as may be desired. (Code 1981, § 2-58)

Sec. 2-202. Maintenance of history of activities.

The beautification advisory committee is encouraged to maintain a scrapbook or chronological history of activities and accomplishments to compete nationally with other communities of similar size in beautification efforts and environmental improvements. (Code 1981, § 2-59)

Board of Review

The Board of Review is responsible for reviewing property assessments as requested by Berkley property owners. If it is determined a specific property has been inappropriately assessed or omitted from the tax roll, the Board of Review is responsible for making the correction in conjunction with the Oakland County Assessor.

Overview:

Function: The Board of Review shall hear the complaints of all persons considering themselves aggrieved by assessments, and if it shall appear that any person or property has been wrongfully assessed, or omitted from the roll, the Board shall correct the roll in such manner as it shall deem just. In all cases, the assessment roll shall be reviewed according to the facts existing on the tax day and no change of the status of any property after said day shall be considered by the Board in making its decisions.

Quorum: A majority of the members of the Board shall constitute a quorum.

Meeting Schedule: as needed

Meeting Location: 2nd Floor Public Safety Conference Room, 2395 Twelve Mile Rd Berkley

Member Limit: five

Term Length: 4 years

Other Requirements: Except for the secretary for the Board of review, the compensation of the members of the Board or review is hereby fixed to be \$50.00 per day for each day the Board is in session and which the member shall actually serve. The compensation for the secretary of the Board of review shall be \$60.00 for each day. Keep a permanent record of all proceedings, and to enter therein all resolutions and decisions of the Board.

Staff Liaison: Amy Zurowski, azurowski@berkleymi.gov; Gina Harold, gharold@berkleymi.gov

Resources:

- [Minutes and agendas](#)

Governing Ordinances - Board of Review

Sec. 10.7. Board of review.

The board of review shall consist of five appointed members whose remuneration shall be determined by ordinance. (Res. No. 17-86, 2-3-1986, passed Ref. 8-5-1986)

Sec. 10.8. Meeting of the board of review.

The board of review shall meet on such days as provided by state law.

Sec. 10.9. Notice of meeting.

The clerk shall give notice to the public of the time and place of meeting of the board of review by publication at least once not less than ten days immediately preceding such meeting.

Sec. 10.10. Organization and functions of the board of review.

On the first day of its meeting in each year, the board of review shall elect one of its members as chairperson. The assessor shall be secretary of the board. It shall be the duty of the assessor to keep a permanent record of all proceedings, and to enter therein all resolutions and decisions of the board. A majority of the members of the board shall constitute a quorum. The members of said board shall take the constitutional oath of office which shall be filed with the clerk. For the purpose of reviewing and correcting assessments, the board of review shall have the same powers and perform like duties in all respects as are by the general tax law conferred upon and required of boards of review. It shall hear the complaints of all persons considering themselves aggrieved by assessments, and if it shall appear that any person or property has been wrongfully assessed, or omitted from the roll, the board shall correct the roll in such manner as it shall deem just. In all cases, the assessment roll shall be reviewed according to the facts existing on the tax day and no change of the status of any property after said day shall be considered by the board in making its decisions. No person other than the board of review shall make or authorize any change upon or additions or corrections to the assessment roll.

Sec. 10.11. Endorsement of roll; validity.

The board shall complete its review of the assessment roll no later than the first Monday of April, and a majority of the members shall endorse thereon and sign a statement to the effect that the same is the assessment roll of the city for the year in which it has been prepared. The omission of such endorsement shall not affect the validity of such roll. Upon the completion of said roll and following the last meeting of the board of review, the same shall be the assessment roll of the city for county, school and city taxes, and for any other taxes on real and personal property that may be authorized by law, and shall be conclusively presumed by all courts and tribunals to be valid, and shall not be set aside except for causes set forth in the general laws of the state.

Sec. 10.12. Clerk to certify tax levy.

Within three days after the council shall adopt the budget for the ensuing year, the clerk shall certify to the assessor the total amount which the council determines shall be raised by general tax; all amounts of special assessments which the council required to be assessed or reassessed upon any property or against any person; and all other amounts which the council may determine shall be charged, assessed or reassessed against any person or property.

Building Code Board of Appeals

The Building Board of Appeals is responsible for hearing grievances that result from decisions rendered by City building officials. Board members can take action on disputes related to the interpretation of the building code and cannot waive or change the code.

Overview:

Function: The Building Board of Appeals is the means of appeal for decisions made by the code official as well as the power to interpret the code, ensuring public safety and justice are served.

Meeting Schedule: meet upon notice from the chairman, within ten days of the filing of an appeal

Positions Required: Chairman

Member Requirements: The building code board of appeals shall consist of five individuals, one from each of the following professions or disciplines:

- (1) A registered design professional who is a registered architect; or a builder or superintendent of building construction with at least ten years experience, five of which shall have been in responsible charge of work.
- (2) A registered design professional with structural engineering or architectural experience.
- (3) A registered design professional with mechanical or plumbing engineering experience; or a mechanical or plumbing contractor with at least ten years experience, five of which shall have been in responsible charge of work.
- (4) A registered design professional with electrical engineering experience; or an electrical contractor with at least ten years experience, five of which shall have been in responsible charge of work.
- (5) A registered design professional with fire protection engineering experience; or a fire protection contractor with at least ten years experience, five of which shall have been in responsible charge of work.

Term Length: The building code board of appeals shall consist of five members appointed by the mayor, with advice and consent of council, as follows: one for five years, one for four years, one for three years, one for two years and one for one year. Thereafter, each new member shall serve for five years or until a successor has been appointed.

Council Liaison:

Staff Liaison: Kristen Kapelanski kkapelanski@berkleymi.gov

Resources:

[Minutes and agendas](#)

[Enabling Legislation](#)

Governing Ordinances - Building Code Board of Appeals

Sec. 26-66. Means of appeal.

Any person affected by a decision of the code official or a notice or order issued under this building code shall have the right to appeal to the building code board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

(Ord. No. O-12-20, § 1, 5-18-2020)

Sec. 26-67. Power to interpret code.

The building code board of appeals shall have the power to interpret the provisions of this code upon application in writing by the owner or lessee or their duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code, so that the spirit of the code shall be observed, public health, safety and welfare secured and substantial justice done. The particulars of such interpretation when granted or allowed and any decision of the building code board of appeals shall be entered upon the records and a signed copy be furnished to the applicant.

(Ord. No. O-12-20, § 1, 5-18-2020)

Sec. 26-68. Membership; terms; qualifications.

(a) The building code board of appeals shall consist of five members appointed by the mayor, with advice and consent of council, as follows: one for five years, one for four years, one for three years, one for two years and one for one year. Thereafter, each new member shall serve for five years or until a successor has been appointed.

(b) The building code board of appeals shall consist of five individuals, one from each of the following professions or disciplines:

- (1) A registered design professional who is a registered architect; or a builder or superintendent of building construction with at least ten years experience, five of which shall have been in responsible charge of work.
- (2) A registered design professional with structural engineering or architectural experience.
- (3) A registered design professional with mechanical or plumbing engineering experience; or a mechanical or plumbing contractor with at least ten years experience, five of which shall have been in responsible charge of work.
- (4) A registered design professional with electrical engineering experience; or an electrical contractor with at least ten years experience, five of which shall have been in responsible charge of work.
- (5) A registered design professional with fire protection engineering experience; or a fire protection contractor with at least ten years experience, five of which shall have been in responsible charge of work.

(Ord. No. O-12-20, § 1, 5-18-2020)

Sec. 26-69. Alternates; officers; disqualifications; compensation.

(a) The mayor, with the advice and consent of the council, shall appoint two alternate members who shall be called by the building code board of appeals chairman to hear appeals during the absence or

disqualification of a member. Alternate members shall possess the same qualifications required for building code board of appeals membership, by any one of the above and shall be appointed for five years or until a successor has been appointed.

- (b) The building code board of appeals shall annually select one of its members to serve as chairman.
- (c) A member shall not hear an appeal in which that member has any personal, professional or financial interest.
- (d) A qualified person shall be designated to serve as secretary to the building code board of appeals. The secretary shall file a detailed record of all proceedings in the office of the city manager.
- (e) Compensation of members shall be determined by a resolution of the council in conformity with state law.

(Ord. No. O-12-20, § 1, 5-18-2020)

Sec. 26-70. Meetings and hearings.

(a) *Notice of meeting.* The building code board of appeals shall meet upon notice from the chairman, within ten days of the filing of an appeal, or at stated periodic meetings.

(b) *Open meeting.* All meetings and hearings before the building code board of appeals shall be open to the public. The appellant, the appellant's representative, the code official, and any person whose interests are affected shall be given an opportunity to be heard.

(1) *Procedure.* The building code board of appeals shall adopt and make available to the public through the secretary, procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence but shall mandate that only relevant information be received.

(2) *Postponed hearing.* When five members are not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

(3) *Board decision.* The building code board of appeals shall modify or reverse the decision of the code official by a concurring vote of three members.

(4) *Resolution.* The decision of the building code board of appeals shall be by resolution. Certified copies shall be furnished to the appellant and to the code official.

(5) *Administration.* The code official shall take immediate action in accordance with the decision of the building code board of appeals.

(c) *Court review.* Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

(Ord. No. O-12-20, § 1, 5-18-2020)

Committee for Engagement & Transparency

The Committee for Engagement & Transparency (CET) helps connect City administration and Berkley residents. Members of the Committee support the City's communications and IT departments by identifying ways to improve a resident's ability to gather accurate information and helping to clarify and amplify City initiatives.

Vision: The CET will raise public awareness on city services, promote the City of Berkley's vision for an inclusive community, and will build trust between the community and the City.

As an outcome, the citizens of Berkley will:

- Be well informed about City initiatives and projects
- Recognize the accessibility of Berkley's services and City staff
- Share accurate information from the City and clarify City initiatives

CET Duties:

- Serve as a focus group for City initiatives and projects
- Aid the City in identifying the harder-to-reach segments of our population
- Assist community members to connect with City services and communications

Overview:

Function:

- Help the communications department engage with residents
- Help the communications department reach the harder-to-reach groups within our community
- Help residents be more informed about City initiatives and updates
- Help the communications department stay apprised of resident concerns and address misinformation
- Help the City administration identify gaps in communication

Meeting Schedule: 6:00 PM

Meeting Location: 2nd Floor Public Safety Conference Room, 2395 Twelve Mile Road

Positions Required: Chair, Vice-Chair

Member Limit: determined and established by resolution of the City Council

Term Length: determined and established by resolution of the City Council

Council Liaison: Clarence Black

Staff Liaison: Stan Lisica slisica@berkleymi.gov/ Caitlin Flora cflora@berkleymi.gov

Resources:

[Minutes and agendas](#)

2025 Meeting Schedule

2025 Committee for Engagement & Transparency		
Date:	Time:	Location:
January 8	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
February 12	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
March 12	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
April 9	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
May 14	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
June 11	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
July 9	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
August 13	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
September 10	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
October 8	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
November 12	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
December 10	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road

Governing Ordinances - Committee for Engagement and Transparency

Sec. 118-32. Advisory body.

The city council may appoint a communications advisory committee to perform such duties and to have such powers as the city council may determine. The composition and terms of office of the members of the communications advisory committee, as well as the duties and powers of the committee, shall be determined and established by resolution of the city council.

(Ord. No. O-18-97, § 6.5-120, 7-21-1997)

Sec. 118-33. Title of advisory body.

The Berkley Cable Communications Advisory Committee shall be known as the Berkley Communications Advisory Committee in this article, and all references to the cable communications advisory committee in this article shall be to the communications advisory committee.

(Ord. No. O-18-97, § 6.5-120(a), 7-21-1997)

Downtown Development Authority

The Downtown Development Authority (DDA), in accordance with Act 57 of the Public Acts of Michigan of 2018, ensures the correction and prevention of deterioration in the 'downtown district' of Berkley, the encouragement of historic preservation, the creation and implementation of development plans in the downtown district and the promotion of economic growth.

The DDA Board of trustees consists of the Berkley City Manager and 12 directors. Four of the 12 directors are business or property owners on 12 Mile, four are business or property owners on Coolidge, and four are at large — meaning they have no direct business interest in the DDA District.

Overview:

Function: The Downtown Development Authority (DDA), in accordance with Act 57 of the Public Acts of Michigan of 2018, ensures the correction and prevention of deterioration in the 'downtown district' of Berkley, the encouragement of historic preservation, the creation and implementation of development plans in the downtown district and the promotion of economic growth.

Meeting Schedule: once per month

Meeting Time: 8:15 AM

Meeting Location: 2nd Floor Public Safety Conference Room, 2395 Twelve Mile Road

Positions Required: Chairman, Vice Chairman

Member Limit: Berkley City Manager and 12 directors. Four of the 12 directors are business or property owners on 12 Mile, four are business or property owners on Coolidge, and four are at large — meaning they have no direct business interest in the DDA District.

Committee Contacts

Council Liaison: Steve Baker sbaker@berkleymi.gov

Staff Liaison: Jennifer Finney (Interim) jfinney@berkleymi.gov

Resources:

- [Past minutes & agendas](#)
- [DDA website](#)

2025 Meeting Dates

2025 Downtown Development Authority Meetings		
Date:	Time:	Location:
January 8	8:15 AM	2nd Floor Public Safety, 2395 Twelve Mile Road
February 12	8:15 AM	2nd Floor Public Safety, 2395 Twelve Mile Road
March 12	8:15 AM	2nd Floor Public Safety, 2395 Twelve Mile Road
April 9	8:15 AM	2nd Floor Public Safety, 2395 Twelve Mile Road
May 14	8:15 AM	2nd Floor Public Safety, 2395 Twelve Mile Road
June 11	8:15 AM	2nd Floor Public Safety, 2395 Twelve Mile Road
July 9	8:15 AM	2nd Floor Public Safety, 2395 Twelve Mile Road
August 13	8:15 AM	2nd Floor Public Safety, 2395 Twelve Mile Road
September 10	8:15 AM	2nd Floor Public Safety, 2395 Twelve Mile Road
October 8	8:15 AM	2nd Floor Public Safety, 2395 Twelve Mile Road
November 12	8:15 AM	2nd Floor Public Safety, 2395 Twelve Mile Road
December 10	8:15 AM	2nd Floor Public Safety, 2395 Twelve Mile Road

Elections Commission

Our Elections Commission is responsible for establishing precincts, assessing voting equipment needs, providing election supplies (including ballots), appointing precinct inspectors, and carrying out other election-related duties for their respective jurisdictions.

Overview:

Function: Created to carry out the activities and duties required by state law and our city charter relating to the conduct of elections in the City.

Meeting Schedule:

Positions Required: the Clerk, the Mayor, and the City Attorney. The Clerk shall be chairperson.

Term Length: N/A

Other Requirements: The Commission shall have charge of all activities and duties required of it by state law and this charter relating to the conduct of elections in the City.

Council Liaison: Bridget Dean bdean@berkleymi.gov

Staff Liaison: Victorial Mitchell vmitchell@berkleymi.gov

Governing Ordinances - Committee for Engagement and Transparency

Sec. 13.2. - Election commission.

An election commission is hereby created, consisting of the clerk, the mayor and the city attorney. The clerk shall be chairperson. The commission shall have charge of all activities and duties required of it by state law and this charter relating to the conduct of elections in the city. The compensation of election personnel shall be determined in advance by the council, and shall be a fixed amount for each election; provided such compensation shall not exceed the amount appropriated for elections in the budget, unless such increase shall first have been approved by the council as are other increases in appropriations for any department or function. In any case where election procedure is in doubt, the election commission shall prescribe the procedure to be followed.

Environmental Advisory Committee

Overview:

Function: There is hereby created an environmental advisory Committee for the purpose of studying and recommending actions and programs to the city council and city manager to promote educating the public and environmental stewardship by and in the City of Berkley. The environmental advisory Committee shall act as a fact finder and advisor to the city council and city manager.

Meeting Schedule: once per month at 6:30 PM

Meeting Location: in the 2nd Floor Public Safety Conference Room, 2395 Twelve Mile Road

Positions Required: Chairman, Secretary, Vice Chairman

Member Limit: seven members appointed by a majority vote of the city council; members shall be qualified either by experience or by evidence of interest in protecting the environment or employing environmentally friendly technology and lifestyles.

Term Length: Members shall serve a term of three years, except that two members of the first environmental advisory Committee to be so appointed shall serve a term of one year, two for a term of two years, and three for a term of three years. The term of office in each instance shall begin on July 1 in each year.

Other Requirements: The environmental advisory Committee shall, on or before July 1 of each year, make a written report to the city council and city manager describing the work of the environmental advisory Committee during the preceding year.

Council Liaison: Jessica Vilani jvilani@berkleymi.gov

Staff Liaison: Ashley Merz amerz@berkleymi.gov

Resources:

- [Agendas and minutes](#)

2025 Meeting Schedule

2025 Environmental Advisory Committee Meetings		
Date:	Time:	Location:
January 15	6:30 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
February 19	6:30 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
March 20	6:30 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
April 17	6:30 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
May 22	6:30 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
June 19	6:30 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
August 21	6:30 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
September 18	6:30 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
October 16	6:30 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
November 20	6:30 PM	2nd Floor Public Safety, 2395 Twelve Mile Road

Governing Ordinances - Environmental Advisory Committee

Sec. 2-271. Created; function.

There is hereby created an environmental advisory committee for the purpose of studying and recommending actions and programs to the city council and city manager to promote educating the public and environmental stewardship by and in the City of Berkley. The environmental advisory committee shall act as a fact finder and advisor to the city council and city manager. (Ord. No. O-01-11, § 1, 4-18-2011)

Sec. 2-272. Composition; appointment; terms.

(a) The environmental advisory committee shall consist of seven members appointed by a majority vote of the city council. Members shall be qualified either by experience or by evidence of interest in protecting the environment or employing environmentally friendly technology and lifestyles.

(b) The terms of office of the members of the environmental advisory committee, subject to the provisions of this article relative to removal shall be as follows. Members shall serve a term of three years, except that two members of the first environmental advisory committee to be so appointed shall serve a term of one year, two for a term of two years, and three for a term of three years. The term of office in each instance shall begin on July 1 in each year. (Ord. No. O-01-11, § 1, 4-18-2011)

Sec. 2-273. Removal from office.

Members of the environmental advisory committee shall be subject to removal from office by the council in accordance with City Code section 2-177, and their position shall be subject to being deemed vacant due to excessive unexcused absences under City Code section 2-178. (Ord. No. O-01-11, § 1, 4-18-2011; Ord. No. O-05-20, § 2, 3-31-2020)

Sec. 2-274. Filing of vacancies.

Vacancies occurring on the environmental advisory committee by other than through the expiration of a term shall be filled for the unexpired term by the council consistent with the provisions of section 2-272. (Ord. No. O-01-11, § 1, 4-18-2011)

Sec. 2-275. Compensation.

Members of the environmental advisory committee shall serve without compensation. (Ord. No. O-01-11, § 1, 4-18-2011)

Sec. 2-276. Organization; meetings.

A chairman, vice-chairman, and secretary shall be selected by the environmental advisory committee members. Meetings shall be held at least once every month. Elections of officers shall take place yearly at the July meeting. A quorum shall consist of a majority of members then serving. Minutes shall be properly filed with the city clerk and recommendations and reports promptly presented to the city council and city manager. (Ord. No. O-01-11, § 1, 4-18-2011)

Sec. 2-277. Funding; personnel.

Neither the environmental advisory committee, nor any member thereof, may incur any expense or create any obligation or liability upon the city. If any expenditure of city funds may be required in connection with the functioning of such committee, before such funds shall be expended, approval of such expenditures shall be first obtained by the city manager. The city, as directed by the city manager, may provide assistance as needed. (Ord. No. O-01-11, § 1, 4-18-2011)

Sec. 2-278. Annual report.

The environmental advisory committee shall, on or before July 1 of each year, make a written report to the city council and city manager describing the work of the environmental advisory committee during the preceding year. The environmental advisory committee shall also make such other reports as the council may from time to time require. (Ord. No. O-01-11, § 1, 4-18-2011)

Historical Committee

The Historical Committee members serve as the preservers of historical artifacts that are specific to the City of Berkley. Committee members recommend and implement various approaches to educate residents about the City's history through educational and cultural activities. The Historical Museum is located within City Hall, at 3338 Coolidge Highway.

Overview:

Function: To study and recommend various approaches to utilizing city history in developing educational and cultural activities, and perform other similar functions and activities as may be referred to it from time to time, either by the city council or the city manager.

Meeting Schedule: once per month

Meeting Location: 7:00 PM in the second floor Public Safety conference room 2395 Twelve Mile Rd.

Positions Required: Chairman, Vice Chairman

Member Limit: none

Term Length: 3 years

Other Requirements: The Historical Committee shall research various items of historical interest of the city and recommend specific programs to the city council including but not necessarily limited to the following areas of activities:

- (1) Accumulation and displays of artifacts;
- (2) Publication of City history and events;
- (3) Maintenance of written and photographic records of current City events;
- (4) Recommendations for historical landmarks and recognitions; and
- (5) Preparation of historical presentations for local interested groups.

To accomplish these objectives, the Historical Committee may appoint ad hoc subcommittees to assist it as may be desired.

Council Liaison: Steve Baker sbaker@berkleymi.gov

Staff Liaison: Rachel Patterson rpatterson@berkleymi.gov

Resources:

- [Minutes and agendas](#)

2025 Meeting Dates

2025 Historical Committee Meetings		
Date:	Time:	Location:
January 14	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
February 11	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
March 11	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
April 8	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
May 13	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
June 10	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
July 8	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
August 12	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
September 10	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
October 14	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
November 11*	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
December 9	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road

Governing Ordinances - Historical Committee

Sec. 2-226. - Created; function.

The city historical committee is hereby created. The historical committee shall study and recommend various approaches to utilizing city history in developing educational and cultural activities, and perform other similar functions and activities as may be referred to it from time to time, either by the city council or the city manager. (Code 1981, § 2-71)

Sec. 2-227. - Composition; appointment; terms.

The historical committee shall consist of any number of members appointed by the city council from time to time for a term of three years.
(Code 1981, § 2-72; Ord. No. O-09-21, § 1, 10-18-2021)

Sec. 2-228. - Compensation.

All members of the historical committee shall serve without compensation. (Code 1981, § 2-73)

Sec. 2-229. - Organization; meetings.

A chairman and vice-chairman shall be selected by members of the historical committee, and meetings shall be held at least once every month with minutes properly filed and recommendations and reports promptly presented to the city council. (Code 1981, § 2-74)

Sec. 2-230. - Funding; personnel.

The city shall provide reasonable funds and clerical personnel to enable the historical committee to function properly. (Code 1981, § 2-75)

Sec. 2-231. - Duties.

The historical committee shall research various items of historical interest of the city and recommend specific programs to the city council including but not necessarily limited to the following areas of activities:

- (1) Accumulation and displays of artifacts;
- (2) Publication of city history and events;
- (3) Maintenance of written and photographic records of current city events;
- (4) Recommendations for historical landmarks and recognitions; and
- (5) Preparation of historical presentations for local interested groups. To accomplish these objectives, the historical committee may appoint ad hoc subcommittees to assist it as may be desired. (Code 1981, 2-76)

Library Advisory Board

The Library Board is a fact-finding and advisory body, responsible for submitting recommendations to the City Council and the City Manager regarding present and future library operations, activities, and building facilities.

Overview:

Function: The general purpose of the library advisory Board will be to serve as advocates and Liaisons between the community, the library, and the city manager, and city council. The library advisory Board will act as a fact-finding and advisory body in conformity with the city charter and this code to give recommendations and advice to the city council, the city manager, and the library director about present and future needs regarding library functions, policies, activities, buildings and grounds. The library Board provides feedback and insight to the library director. The library Board will be involved in an advisory role with the selection of a new library director in accordance with its function to give recommendations and advice to the city council and city manager. The library director serves as Staff Liaison to the library advisory Board and the city manager provides oversight of the library director.

Meeting Schedule: once per month, as needed

Meeting Location: 7:00 PM in the Berkley Public Library, 3155 Coolidge Highway

Member Limit: five members - must be a resident of the city

Term Length: five years commencing July 1 in each year. Each year one member's term of office will expire, and annually one member will be appointed for the term of five years. Members may be reappointed for additional five-year terms upon majority vote of the city council

Other Requirements: The library Board provides feedback and insight to the library director. The library Board will be involved in an advisory role with the selection of a new library director in accordance with its function to give recommendations and advice to the city council and city manager. The library director serves as Staff Liaison to the library advisory Board and the city manager provides oversight of the library director.

Council Liaison: Ross Gavin rgavin@berkleymi.gov

Staff Liaison: Matt Church mchurch@berkleymi.gov

Resources

- [Minutes and agendas](#)

2025 Meeting Schedule

2025 Library Board Meetings		
Date:	Time:	Location:
January 15	7:00 PM	Berkley Public Library, 3155 Coolidge Highway
February 12	7:00 PM	Berkley Public Library, 3155 Coolidge Highway
March 19	7:00 PM	Berkley Public Library, 3155 Coolidge Highway
April 16	7:00 PM	Berkley Public Library, 3155 Coolidge Highway
May 21	7:00 PM	Berkley Public Library, 3155 Coolidge Highway
June 18	7:00 PM	Berkley Public Library, 3155 Coolidge Highway
July 16	7:00 PM	Berkley Public Library, 3155 Coolidge Highway
August 20	7:00 PM	Berkley Public Library, 3155 Coolidge Highway
September 17	7:00 PM	Berkley Public Library, 3155 Coolidge Highway
October 15	7:00 PM	Berkley Public Library, 3155 Coolidge Highway
November 19	7:00 PM	Berkley Public Library, 3155 Coolidge Highway

Governing Ordinances - Library Advisory Board

Sec. 66-16. Created.

There is hereby created a library advisory board. (Ord. No. O-12-23, 12-4-2023)

Sec. 66-17. Composition and functions.

The library advisory board will consist of five members. The general purpose of the library advisory board will be to serve as advocates and Liaisons between the community, the library, and the city manager, and city council. The library advisory board will act as a fact-finding and advisory body in conformity with the city charter and this code to give recommendations and advice to the city council, the city manager, and the library director about present and future needs regarding library functions, policies, activities, buildings and grounds. The library board provides feedback and insight to the library director. The library board will be involved in an advisory role with the selection of a new library director in accordance with its function to give recommendations and advice to the city council and city manager. The library director serves as staff Liaison to the library advisory board and the city manager provides oversight of the library director. (Ord. No. O-12-23, 12-4-2023)

Sec. 66-18. Appointment; qualifications.

City council appoints by majority vote the members of the library board. To be eligible for appointment, the person must be a resident of the city. (Ord. No. O-12-23, 12-4-2023)

Sec. 66-19. Term of office.

The term of office of members of the library board is five years commencing July 1 in each year. Each year one member's term of office will expire, and annually one member will be appointed for the term of five years. Members may be reappointed for additional five-year terms upon majority vote of the city council. (Ord. No. O-12-23, 12-4-2023)

Sec. 66-20. Compensation.

Members of the library board will serve without compensation. (Ord. No. O-12-23, 12-4-2023)

Sec. 66-21. Removals from office.

Members of the library board will be subject to removal from office by the council in accordance with City Code section 2-177, and their position will be subject to being deemed vacant due to excessive absences under City Code section 2-178. (Ord. No. O-12-23, 12-4-2023)

Sec. 66-22. Filling of vacancies.

Any vacancy on the library board will be filled by the council for the remainder of the unexpired term after considering recommendations from the library board. (Ord. No. O-12-23, 12-4-2023)

Sec. 66-23. Officers.

The library board will select a chairperson and a vice chairperson from among its members. The position of secretary will rotate among all members. If the chairperson is not present, but a quorum still is present, the vice chairperson will assume the duties of the chairperson. (Ord. No. O-12-23, 12-4-2023)

Sec. 66-24. Meetings and records; quorum.

The library board will hold meetings monthly as needed and will designate the time and place thereof by public notice. All meetings of the board will be conducted in accordance with the Open Meetings Act. The board will adopt its own bylaws and will keep a record of each meeting by the keeping of minutes, which minutes will be filed with the city clerk not only to be made available for public inspection, but also transmitted to the city council and the city manager. Three members will constitute a quorum for the transaction of business, and a lesser number may adjourn any meeting at which a quorum is not present. (Ord. No. O-12-23, 12-4-2023)

Sec. 66-26. Expenses and obligation.

Neither the library board nor any of its members will incur any expense or create any financial liability upon the city. If any expenditure of city funds may be required relative to the functioning of the library board, a request for expenditure will be submitted to the city manager for approval before such funds are expended. (Ord. No. O-12-23, 12-4-2023)

Parks & Recreation Advisory Board

The Parks and Recreation Advisory Board provides advice and leadership as it considers park and recreational needs of Berkley residents and provides insight, for city leaders, in the areas of public interest and costs related to leisure services and facilities.

Overview:

Function: The parks and recreation advisory Board shall act solely in a fact-finding, recommendatory and advisory capacity to the city council and city manager, and it shall be its duty to consider and study the reasonable needs of park and recreational facilities and activities in which the city might properly participate, to formulate and to report to the city council and city manager estimates of public requirements for park and recreational facilities and for the costs thereof and the amounts which might properly be appropriated by the city council to provide and maintain such park and recreational facilities.

Meeting Schedule: once per month

Meeting Location: 7:00 PM in the Community Center, 2400 Robina Avenue

Member Limit: seven members - must be a resident of the city

Term Length: 3 years commencing July 1.

Council Liaison: Ross Gavin rgavin@berkleymi.gov

Staff Liaison: Dan McMinn dmcminn@berkleymi.gov

Resources:

- [Agendas and minutes](#)

Continuing Education Opportunities

2025 Meeting Schedule

2025 Parks & Recreation Advisory Board Meetings		
Date:	Time:	Location:
February 13	7:00 PM	Berkley Community Center, 2400 Robina Avenue
March 13	7:00 PM	Berkley Community Center, 2400 Robina Avenue
April 10	7:00 PM	Berkley Community Center, 2400 Robina Avenue
May 8	7:00 PM	Berkley Community Center, 2400 Robina Avenue
June 12	7:00 PM	Berkley Community Center, 2400 Robina Avenue
July 10	7:00 PM	Berkley Community Center, 2400 Robina Avenue
August 7	7:00 PM	Berkley Community Center, 2400 Robina Avenue
September 11	7:00 PM	Berkley Community Center, 2400 Robina Avenue
October 9	7:00 PM	Berkley Community Center, 2400 Robina Avenue
November 13	7:00 PM	Berkley Community Center, 2400 Robina Avenue
December 11	7:00 PM	Berkley Community Center, 2400 Robina Avenue

Governing Ordinances - Parks & Recreation Advisory Board

Sec. 86-31. Created.

There is hereby created a parks and recreation advisory board. (Code 1981, § 20-29)

Sec. 86-32. Composition; qualifications.

There shall be seven members of the parks and recreation advisory board. No person shall be eligible to appointment who is not a resident of the city. Members shall be qualified by experience and shall have evidence of interest in the development of park and recreation services for public use. (Code 1981, § 20-30)

Sec. 86-33. Appointment.

Members of the parks and recreation advisory board shall be appointed by a majority vote of the council. (Code 1981, § 20-31)

Sec. 86-34. Compensation.

Members of the parks and recreation advisory board shall serve without compensation. (Code 1981, § 20-32)

Sec. 86-35. Term of office.

The terms of members of the parks and recreation advisory board shall be for three years commencing July 1. (Code 1981, § 20-33)

Sec. 86-36. Removal from office.

Members of the parks and recreation advisory board shall be subject to removal from office by the council in accordance with City Code section 2-177, and their position shall be subject to being deemed vacant due to excessive unexcused absences under City Code section 2-178. (Code 1981, § 20-34; Ord. No. O-05-20, § 4, 3-31-2020)

Sec. 86-37. Filling of vacancies.

Any vacancy on the parks and recreation advisory board shall be filled by the council for the remainder of the unexpired term. (Code 1981, § 20-35)

Sec. 86-38. Officers.

The parks and recreation advisory board shall select a chairman, vice-chairman and secretary from among its members. Elections of officers shall take place yearly at the July meeting. (Code 1981, § 20-36)

Sec. 86-39. Meetings.

- (a) The parks and recreation advisory board shall hold meetings regularly at least once in each month, and shall designate the time and place thereof. It shall adopt its own rules of procedure and shall keep a record of its proceedings.
- (b) A copy of the minutes of all recreation advisory board meetings shall be filed with the city clerk for transmittal to the council and to the city manager.
- (c) Four voting members of the recreation advisory board shall constitute a quorum, and a lesser number may adjourn any meeting at which a quorum is not present. (Code 1981, § 20-37)

Sec. 86-40. Functions.

The parks and recreation advisory board shall act solely in a fact-finding, recommendatory and advisory capacity to the city council and city manager, and it shall be its duty to consider and study the reasonable needs of park and recreational facilities and activities in which the city might properly participate, to formulate and to report to the city council and city manager estimates of public requirements for park and recreational facilities and for the costs thereof and the amounts which might properly be appropriated by the city council to provide and maintain such park and recreational facilities. (Code 1981, § 20-38)

Sec. 86-41. Expenditures, funds.

- (a) Neither the parks and recreation advisory board, nor any member thereof, may incur any expense or create any obligation or liability upon the city. If any expenditure of city funds may be required in connection with the functioning of such board, before such funds shall be expended, approval of such expenditures shall be first obtained from the city manager.
- (b) The city shall provide reasonable funds to assist the parks and recreation advisory board in performing its functions. (Code 1981, § 20-39)

Planning Commission

The Planning Commission consists of nine residents who are appointed by the Mayor and approved by City Council, to serve a three-year term. Members shall be representative of important segments of the community such as the economic, educational, and social development of the local unit of government in accordance with the major interests as they exist in Berkley such as recreation, education, transportation, industry, and commerce.

In accordance with state and city ordinances, the Planning Commission is responsible for:

- Drafting and adopting the city's master plan
- Reviewing and recommending approval of the city's Capital Improvement Plan in accordance
- Developing and updating Zoning text and map changes
- Reviewing Special Land Use requests described in the zoning ordinance
- Conducting Site Plan Reviews

Overview:

Function: The city planning Commission shall discharge the following duties under this chapter:

- (1) Review all applications for amendments to this chapter (text or map), and report findings and recommendations to the city council in the manner prescribed in this chapter for amendments.
- (2) Review all applications for special land uses and report findings and recommendations to the city council in the manner prescribed in this chapter.
- (3) Hear and decide on site plan review and other matters upon which it is required to pass under this chapter and state law.

Meeting Schedule: set by Board

Meeting Location: 7:00 PM in Council Chambers, 3338 Coolidge Hwy

Member Limit: nine members appointed from the citizenry of the city, one of whom may be a member of the city council.

Term Length: 3 years for regular members; 1 year for Councilmember; 1 year for high school student member

Other Requirements: A copy of the minutes of all meetings shall be filed with the city clerk showing the date, time, place, members present, members absent, any decisions made and all roll call votes taken at the meeting.

Council Liaison: Greg Patterson gpatterson@berkleymi.gov

Staff Liaison: Kristen Kapelanski kkapelanski@berkleymi.gov

Resources:

- [Minutes and agendas](#)

2025 Meeting Schedule

2025 Planning Commission Meetings		
Date:	Time:	Location:
January 28	7:00 PM	City Council Chambers, 3338 Coolidge Highway
February 35	7:00 PM	City Council Chambers, 3338 Coolidge Highway
March 18	7:00 PM	City Council Chambers, 3338 Coolidge Highway
April 22	7:00 PM	City Council Chambers, 3338 Coolidge Highway
May 27	7:00 PM	City Council Chambers, 3338 Coolidge Highway
June 24	7:00 PM	City Council Chambers, 3338 Coolidge Highway
July 22	7:00 PM	City Council Chambers, 3338 Coolidge Highway
August 26	7:00 PM	City Council Chambers, 3338 Coolidge Highway
September 23	7:00 PM	City Council Chambers, 3338 Coolidge Highway
October 28	7:00 PM	City Council Chambers, 3338 Coolidge Highway
November 25	7:00 PM	City Council Chambers, 3338 Coolidge Highway
December 16	7:00 PM	City Council Chambers, 3338 Coolidge Highway

Governing Ordinances - Planning Commission

Sec. 138-549. City planning commission.

(a) *Creation.* The city planning commission, as established under the provisions of Public Act 33 of 2008 is the planning commission referred to in this chapter. See chapter 90 for additional duties.

(b) *Jurisdiction.* The city planning commission shall discharge the following duties under this chapter:

(1) Review all applications for amendments to this chapter (text or map), and report findings and recommendations to the city council in the manner prescribed in this chapter for amendments.

(2) Review all applications for special land uses and report findings and recommendations to the city council in the manner prescribed in this chapter.

(3) Hear and decide on site plan review and other matters upon which it is required to pass under this chapter and state law.

(c) *Meetings.* A copy of the minutes of all meetings shall be filed with the city clerk showing the date, time, place, members present, members absent, any decisions made and all roll call votes taken at the meeting. (Ord. No. O-10-08, § 1, 12-15-2008)

Public Safety Pension Board

The City of Berkley Public Safety Department has a Public Act 345 Pension System which is governed by a Board of Trustees. The Board of Trustees makes decisions on behalf of all of the Public Safety Pension members in regard to investment firms and managers, actuarial firms, and actuarial assumptions. The City Council approves of the recommended decisions by the Board of Trustees via the annual budget process and annually setting the millage rate for the Public Act 345 Property Tax Levy.

Overview:

Function: To study and recommend various approaches to making and keeping the city clean and beautiful, and to perform other similar functions and activities as may be referred to it from time to time either by the city council or the city manager.

Meeting Schedule: 4:00 PM in the 2nd Floor Public Safety Conference Room, 2395 Twelve Mile Road

Member Limit: The Board of Trustees is made up of five members: three current and/or retired Public Safety Officers selected by the Berkley Public Safety Officers, and an individual outside of the Berkley Public Safety Department chosen by the Mayor of Berkley and the City Treasurer, who generally serves as the final Trustee and acts as the Treasurer of the Board.

Council Liaison: N/A

Staff Liaison: Amy Zurawski azurawski@berkleymi.gov

Resources:

- [Public Safety Pension Board Minutes & Agendas](#)

2025 Meeting Schedule

2025 Public Safety Pension Board Meetings		
Date:	Time:	Location:
February 3	4:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
March 17	4:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
April 21	4:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
May 19	4:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
June 16	4:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
July 21	4:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
August 18	4:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
September 15	4:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
October 20	4:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
November 17	4:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road

Tree Board

The Tree Board assists the City Manager and Department of Public Works in developing comprehensive tree management and preservation programs for the city. The Board also serves as a clearinghouse for information on trees.

The Tree Board consists of nine members, one of which may be a City Council member. Each member serves a three-year term, except for the Council member, who serves a one-year term. The director of the Department of Public Works serves as an ex-officio member of the Tree Board.

Overview:

Function: The tree Board shall assist the city manager in developing a comprehensive tree management and preservation program for the city. It shall serve as a clearing house for information on trees. It shall present to the city council an annual report on its activities.

Quorum: A majority of the members of the Board shall constitute a quorum

Meeting Schedule: The tree board shall choose its own officers and make its own rules and regulations concerning its meetings.

Meeting Location: 7:00 PM in the 2nd Floor Public Safety Conference Room, 2395 Twelve Mile Road

Member Limit: nine members appointed from the citizenry of the city, one of whom may be a member of the city council.

Term Length: 3 years for regular members; 1 year for Councilmember; 1 year for high school student member

Other Requirements: The tree Board shall consider, investigate and report on any matter within the scope of its responsibilities when requested to do so by the city council or the city manager.

Council Liaison: Dennis Hennen dhennen@berkleymi.gov

Staff Liaison: Adam Wozniak awozniak@berkleymi.gov

Resources:

- [Agendas & Minutes](#)

2025 Meeting Schedule

2025 Tree Board Meetings		
Date:	Time:	Location:
January 27	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
February 24	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
March 24	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
April 28	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
May 26	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
June 23	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
September 29	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
October 27	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road
November 24	7:00 PM	2nd Floor Public Safety, 2395 Twelve Mile Road

Governing Ordinances - Tree Board

Sec. 130-36. Tree board.

(a) *Established; terms; membership; compensation.* A tree board is hereby created. It shall consist of nine members appointed from the citizenry of the city, one of whom may be a member of the city council. The term of each member shall be three years, except for when a city councilmember is appointed who will serve for a one-year term. The director of the department of public works shall be an ex-officio member of the tree board. If a candidate is available, the council shall also appoint for a one-year term, beginning each October, one high school student who is a resident of the city and who shall serve as an advisory member of the tree board, but who shall have no voting powers. Members shall receive no compensation.

(b) *Qualifications of members.* Members of the tree board must demonstrate a genuine interest in and a reasonable amount of knowledge of tree management and preservation.

(c) *Tree management/preservation program.* The tree board shall assist the city manager in developing a comprehensive tree management and preservation program for the city. It shall serve as a clearing house for information on trees. It shall present to the city council an annual report on its activities.

(d) *Officers; rules/regulations; journal; meetings.* The tree board shall choose its own officers and make its own rules and regulations concerning its meetings. Its meeting shall be open to the public. It shall keep minutes of its meetings and properly file them with the city manager. The city shall provide reasonable assistance to the tree board to enable it to function properly.

(e) *Requests.* The tree board shall consider, investigate and report on any matter within the scope of its responsibilities when requested to do so by the city council or the city manager.

(Code 1981, § 31-21; Ord. No. 1-94, § 1, 1-31-1994; Ord. No. O-10-18, 9-17-2018; Ord. No. O-03-22, § 1, 7-18-2022)

Cross reference(s)—Boards and commissions, § 2-176 et seq.

Zoning Board of Appeals

The Zoning Board of Appeals (ZBA) is composed of 7 residents and two alternates, appointed to a 3-year term. Meetings are held, as needed, on the 2nd Monday of every month at 7 PM at the City Hall, 3338 Coolidge. ZBA meetings are televised live on Berkley's government access channel, WBRK (available for WOW and Comcast customers).

The ZBA hears the following types of cases:

- Zoning Variances, both use and nonuse variance requests
- Zoning Appeals as described under the zoning ordinance
- Interpretation of use

Overview:

Meeting Schedule: 2nd Monday of every month at 7 PM

Meeting Location: at City Hall, 3338 Coolidge.

Member Limit: 7 residents and two alternates

Term Length: 3 years

Council Liaison: Dennis Hennen dhennen@berkleymi.gov

Staff Liaison: Kristen Kapelanski kkapelanski@berkleymi.gov/ Kim Anderson kanderson@berkleymi.gov

Additional Resources:

- [MML Zoning Board of Appeals Handbook](#)
- [Minutes and agendas](#)
- [Enabling Legislation](#)

2025 Meeting Schedule

2025 Zoning Board of Appeals Meetings		
Date:	Time:	Location:
January 13	7:00 PM	City Council Chambers, 3338 Coolidge Highway
February 10	7:00 PM	City Council Chambers, 3338 Coolidge Highway
March 10	7:00 PM	City Council Chambers, 3338 Coolidge Highway
April 14	7:00 PM	City Council Chambers, 3338 Coolidge Highway
May 12	7:00 PM	City Council Chambers, 3338 Coolidge Highway
June 9	7:00 PM	City Council Chambers, 3338 Coolidge Highway
July 14	7:00 PM	City Council Chambers, 3338 Coolidge Highway
August 12	7:00 PM	City Council Chambers, 3338 Coolidge Highway
September 8	7:00 PM	City Council Chambers, 3338 Coolidge Highway
October 13	7:00 PM	City Council Chambers, 3338 Coolidge Highway
November 10	7:00 PM	City Council Chambers, 3338 Coolidge Highway
December 8	7:00 PM	City Council Chambers, 3338 Coolidge Highway

Note: The Zoning Board of Appeals only meets as needed, therefore these dates are strictly considered “tentative” until an agenda for the meeting is published.

Governing Ordinances - Zoning Board of Appeals

Sec. 138-548. Zoning board of appeals.

- (a) *Creation.* The zoning board of appeals of 7 members is hereby established, having powers and duties in accordance with Public Act 12 of 2008. The city council shall appoint 7 members who are electors of the city, each to be appointed for a term of 3 years. Appointments for the first year shall be for a period of 1, 2 and 3 years, respectively, so as nearly as may be to provide for the appointment of an equal number each year; thereafter, each member shall hold office for a full 3-year term.
- (b) *Compensation.* Members of the board of appeals shall receive no compensation.
- (c) *Alternate members.* The city council shall, in addition, appoint 2 alternate members, who shall serve and vote in the absence of a regular member if a regular member is absent from or unable to attend a meeting of the board of appeals. An alternate member may also be called to serve in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. The alternate member having been appointed shall serve in the case until a final decision has been made. The alternate member shall have the same voting rights as a regular member of the board of appeals.
- (d) *Removal of office.* Members of the zoning board of appeals, may after a public hearing, be removed by the council for misfeasance, malfeasance, or nonfeasance of office. See section 2-40 Ethics.
- (e) *Meetings.* A copy of the minutes of all meetings shall be filed with the city clerk showing the date, time, place, members present, members absent, any decisions made and all roll call votes taken at the meeting. (Ord. No. O-10-08, § 1, 12-15-2008)

Frequently Asked Questions

General Information

Q: How are requests or recommendations from Boards and Commissions communicated?

A: Requests and recommendations are communicated through City staff, who coordinate with the City Manager. The City Manager then reports to and takes direction from the City Council.

Q: Who should I contact if I have questions about the Board or Commission process?

A: Email boards@berkleymi.gov. For other city-related inquiries, contact your Staff Liaison.

Application and Appointment

Q: Where can I find the "City of Berkley Boards & Commissions Application"?

A: The application is available on the City's website or can be obtained and returned to the City Clerk's Office. A direct link is provided: <https://form.jotform.com/CityofBerkley/BCApplication>.

Q: How often are new appointments made to Boards and Commissions?

A: New appointments are made twice per year, at City Council meetings in February and July.

Q: What happens during the interview process for new appointees?

A: A Special Meeting of the City Council is held for interviews. Candidates describe their skills, talents, and ideas for the position. Council decides who to appoint based on the interviews and fit for the role.

Q: What happens if a new appointee does not complete the swearing-in process?

A: If a new member does not complete the swearing-in process within 30 days of appointment, they will be removed from their Board.

Q: When are swearing-in and orientation sessions held?

A: The Clerk's Office will arrange a swearing-in and orientation held at least twice a year, preceding appointments.

Q: Do reappointed members need to be sworn in again?

A: Reappointed members do not have to be sworn in unless there is a gap of 6 months in serving in their positions.

Q: Are there eligibility requirements to serve on a Board or Commission?

A: Yes, eligibility varies by Board/Commission bylaws and legislation. Some require residency within the City of Berkley. Check the Boards and Commissions list in the appendix for specific requirements.

Responsibilities and Roles

Q: What is the role of the City Staff Liaison?

A: The Staff Liaison provides administrative support, arranges meeting logistics, prepares reports, ensures Open Meetings Act compliance, and serves as the liaison between the Board/Commission and City Administration.

Q: What does the City Council Liaison do?

A: The Council Liaison facilitates communication between the Council and the Board/Commission, providing information about Council discussions and policies.

Q: What is the role of the City Clerk's Office regarding Boards and Commissions?

A: The Clerk's Office provides support and oversight for meetings and records, maintains rosters, posts meeting notices, and manages the appointment process.

Communications

Q: How do I request advertisements for events through City communication channels?

A: The Board's Staff Liaison must submit a request to the Communications Director at least 14 days in advance.

Q: How can I update my Board/ Commission information on the city's website?

A: The Board's Staff Liaison will communicate with the Communications Department with website changes.

Meetings and Procedures

Q: How do I find out about meeting times and locations?

A: Refer to the Boards and Commissions list in the appendix for specific meeting times and locations.

Q: What if I cannot attend a meeting?

A: Inform the Chair or the City Staff Liaison.

Q: What are the rules regarding meeting agendas?

A: Agendas must be emailed to boards@berkleymi.gov 24 business hours before the meeting by the Staff Liaison.

Q: Where are the official, approved minutes of my Board's meetings stored?

A: Approved minutes are available on the City Website. Staff Liaisons are responsible for sending the minutes to the City Clerk's office for permanent filing and posting online within 7 business days of the meeting. Approved minutes will replace the draft minutes and be posted to the City website in their place.

Q: What if our Board needs to cancel a meeting at the last minute due to unforeseen circumstances?

A: If a Board or Commission needs to cancel a meeting, the Staff Liaison must notify the City Clerk's Office as soon as possible. Every effort should be made to provide at least the minimum 18 hours' notice as required by the Open Meetings Act.

Q: I need to arrange a special meeting for my Board next week. How much notice does the public need to be given?

A: Advance public notice of meetings is required for all meetings: regular meetings and special meetings. At a minimum, notice is provided by physically posting a physical notice and listing the meeting on the City Website no less than 18 hours before the meeting. Work with your Staff Liaison to ensure this is published appropriately.

Q: When must meeting minutes be available for public inspection?

A: The synopsis of minutes or draft minutes must be available for public inspection and for review by members of Boards and Commissions as well as the general public within 8 business days after the meeting to which the minutes refer.

Q: Are Boards required to submit a Plan of Work?

A: Yes, Boards must submit a yearly work plan that includes goals, events, and other Board-led initiatives to the Berkley City Council at the start of each year, with some exceptions (DDA, Election Commission, Building Code Board of Appeals, Board of Review, Pension Board, Planning Commission, and Zoning Board of Appeals).

Other

Q: What should I do if a community member contacts me directly with a complaint or question about Board business?

A: Direct the community member to contact the Staff Liaison or attend the public comment section of the next Board meeting to address their concerns in the appropriate setting. You, as an individual board member, do not have authority to answer for the whole board.

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ACKNOWLEDGEMENT AND WAIVER

I, _____, acknowledge that I have received, read, and understand the contents of the City of Berkley Board/Commission Handbook. I agree to comply with the policies, procedures and guidelines outlined therein while serving as a volunteer member of a City of Berkley Board or Committee.

I understand that my role as a volunteer does not create an employment relationship with the City of Berkley and that I will not receive compensation for my service. I acknowledge that my appointment is at the discretion of the Berkley City Council and may be revoked if I miss more than 25% of Board/Committee meetings per calendar year. Unless such absences have been excused by the members of the board and the reasons therefore entered into the official record and minutes of the board.

If I choose to resign from my position on a City of Berkley Board or Commission, I understand that I must submit my resignation in writing. The written resignation must include the date and my signature, and it should be sent to either the Board or Commission Chair or the Staff Liaison. Additionally, I understand that if I wish to serve on a Board or Commission again in the future, I will need to complete the application process anew.

I agree to uphold the mission, values and ethical standards of the City of Berkley and conduct myself in a manner that reflects positively on the community. I further understand that failure to adhere to the policies and procedures set forth in this handbook may result in my removal from the Board/Committee. By signing below, I confirm that I have read and understand this acknowledgement and waiver and agree to its terms.

Volunteer Signature: _____ Date: _____

Volunteer Name (Print): _____

Board/Committee: _____