



**This meeting will be held in person
In Public Meeting Room A
Delta Administration Building
7710 West Saginaw Highway
Lansing, MI 48917**

**TOWNSHIP BOARD REGULAR MEETING
AGENDA
Monday, August 16, 2021 - 6:00 PM**

This meeting will be streamed live for viewing only at:
<https://us02web.zoom.us/j/81357179436?pwd=NnRoZTVLeC9MazJMVEtWNGxIFYitLZz09>

Meeting ID: 813 5717 9436

Passcode: 363733

Please note all public comments must be made in person.

- I. CALL TO ORDER**
- II. OPENING CEREMONIES**
- III. ROLL CALL** – Members: Supervisor Kenneth R. Fletcher, Clerk Mary R. Clark, Treasurer Dennis R. Fedewa, Trustee Elizabeth (Beth) S. Bowen, Trustee Fonda J. Brewer, Trustee Andrea M. Cascarilla, and Trustee Karen J. Mojica
- IV. PRESENTATIONS AND PROCLAMATIONS**
- V. SET/ADJUST AGENDA**
- VI. PUBLIC HEARINGS** - Members of the public at the meeting shall not speak unless recognized by the chair. Members of the public shall be limited to speaking for a maximum of three (3) minutes during a public hearing. Prior to speaking, members of the public must also identify themselves with their name and address.
 - 1. Hearing of Necessity – Stoll Road**
The Clerk’s Office recommends that the Delta Township Board declare its intent to proceed with the installation of Street Lights in the district known as Stoll Road.
- VII. COMMUNICATIONS**
 - 2. Wastewater Treatment Plant Update**
- VIII. PUBLIC COMMENTS FOR ITEMS NOT ON AGENDA (maximum three minutes)**
- IX. INTRODUCTION OF ORDINANCES**
- X. PASSAGE OF ORDINANCES**
- XI. CONSENT AGENDA** – Anyone may request item(s) to be pulled from the consent agenda for discussion. If left on the consent agenda, the items will be voted on by a roll call vote of the Board en masse. Then, the individual item(s) will be discussed and voted upon.

3. Bills and Financial Transactions

a. **\$ 2,790,729.14**

4. Minutes

a. **August 2, 2021**

b. **August 9, 2021**

5. Wind Trace Phase 2 Final Close Out

The Engineering Department recommends that the Delta Township Board accept the Waiver of Lien and Deed of Grant for the sanitary sewer and water main facilities installed to serve the Wind Trace Phase II Subdivision project located in the southeast 1/4 of section 18 of Delta Township and that said sanitary sewer and water main facilities be accepted into the Delta Township Sanitary Sewer and Water Main Systems.

6. St. Joe Pathway Watermain Easement Proposal Contract Award

The Engineering Department recommends that the Delta Township Board accept the proposed contract modification from TetraTech, for the purpose of providing professional easement acquisition services for the St. Joe Highway water main and pathway project in an amount not to exceed \$184,800.00.

7. Out of Service Portable Radios

The Fire Department recommends that the Delta Township Board accept the recommendation from the Fire Chief to donate approximately 70 obsolete vehicle and hand-held radios to Fire Departments in Michigan's Upper Peninsula in accordance with the Surplus Property Policy.

8. Quit Claim Deed – Gettysburg Farms Land Donation

The Manager's Office recommends that the Delta Township Board accept the Quit Claim Deed for the Gettysburg Farms Park of Gettysburg Farms No. 3 as a donation to Delta Township.

XII. ITEMS REMOVED FROM CONSENT AGENDA FOR DISCUSSION

XIII. UNFINISHED BUSINESS

9. Case No. 05-21-07: Special Land Use Permit Request for an Outdoor Commercial Recreational Facility (Drive-In Theatre) at 921 Mall Drive West, Lansing, MI 48917.

The Planning Department recommends that the Delta Township Board approve the Special Land Use Permit for an Outdoor Commercial Recreational Facility requested for the establishment of a drive-in movie complex as described in Case No. 05-21-07.

At the July 19, 2021, Board meeting a motion was made by Trustee Bowen and Second by Trustee Brewer to table the discussion until indefinitely.

XIV. ITEMS ADDED TO AGENDA UNDER SECTION V. SET/ADJUST AGENDA

XV. NEW ITEMS OF BUSINESS

10. Contract Awards for Sheriff Substation Project

The Engineering Department recommends that the Delta Township Board contract with Christman for the purpose of providing Design-Build services for Phase 1 of the Delta Township Sheriff Substation project at a cost not to exceed \$100,850.00.

11. Delta Township Saginaw Highway CIA Bylaws

The Manager's Office recommends that the Delta Township Board approve the bylaws of the Delta Township Saginaw Highway Corridor Improvement Authority as presented.

XVI. MANAGER'S REPORT

XVI. COMMITTEE OF THE WHOLE

XVII. PUBLIC COMMENTS (maximum three minutes)

XVIII. ADJOURNMENT

CHARTER TOWNSHIP OF DELTA

MARY R. CLARK, TOWNSHIP CLERK

Phone (517) 323-8500

Individuals with disabilities attending Township meetings or hearings and requiring auxiliary aids or services should contact Township Manager and ADA Coordinator Brian T. Reed by email at manager@deltami.gov or calling (517) 323-8590 to inform him of the date of the meeting or hearing that will be attended. Copies of minutes may be purchased or viewed in the Clerk's Office from 8 a.m. to 5 p.m., Monday through Friday.



Clerk's Office

(517) 323-8500

TO: Delta Township Board
FROM: Mary R Clark, Township Clerk
DATE: August 16, 2021
SUBJECT: Hearing of Necessity for Stoll Road

On August 16, 2021, the Board will hold a public hearing to provide the public an opportunity to voice objections to the petitions, the proposed improvements, proposed special assessment district and the proposed cost, for the above project. Following the Public Hearing of Necessity, the Township Board will set the Hearing of Assessment to hear objections on the proposed special assessment roll.

Therefore, the following Resolution for after the close of the Hearing of Necessary is offered:

"I MOVE THE DELTA TOWNSHIP BOARD DECLARE ITS INTENT TO PROCEED WITH THE INSTALLATION OF STREET LIGHTS IN THE DISTRICT KNOWN AS STOLL ROAD.

FURTHER, THE BOARD DECLARES THAT SUFFICIENT PETITIONS WERE SUBMITTED TO PROCEED WITH SAID IMPROVEMENTS.

FURTHER, THAT THE BOARD APPROVE THE PLANS AND ESTIMATE OF COSTS FOR THE PROPOSED PROJECT.

FURTHER, THE BOARD OF TRUSTEES HEREBY APPROVES THE SAID SPECIAL ASSESSMENT DISTRICT AND DETERMINES THAT THE TERM OF ITS EXISTENCE SHALL BE IN PERPUITY.

FURTHER, THE SUPERVISOR IS DIRECTED TO PREPARE A SPECIAL ASSESSMENT ROLL FOR THE SAID SPECIAL ASSESSMENT DISTRICT WHICH SHALL BE FILED WITH THE TOWNSHIP CLERK.

FURTHER, THAT THE PUBLIC HEARING FOR OBJECTIONS TO THE SPECIAL ASSESSMENT ROLL IS SET FOR SEPTEMBER 20, 2021 AT 6 P.M. AT THE DELTA TOWNSHIP ADMINISTRATION BUILDING.

FURTHER, COSTS MAY BE INCREASED BY THE UTILITY COMPANY OVER TIME TO REFLECT INCREASES IN ELECTRICAL RATES.

FURTHER, THE CLERK IS DIRECTED TO PUBLISH NOTICE OF THE PUBLIC HEARING IN THE NEWSPAPER AND NOTIFY THE AFFECTED PROPERTY OWNERS. THE CLERK SHALL NOTIFY ALL PROPERTY OWNERS THAT THEY MUST APPEAL AT THE PUBLIC HEARING OR FILE A WRITTEN PROTEST OBJECTING TO SAID SPECIAL ASSESSMENT IN ORDER TO FURTHER APPEAL TO THE MICHIGAN TAX TRIBUNAL."



PROJECT STATUS COMMUNICATION

DATE: August 3, 2021

PREPARED BY: Gary Markstrom

PROJECT: Delta Township Wastewater Treatment Plant Improvements Project – Design Phase

Tt PROJECT NO: 200-214200-20001 CONTACT: Ernie West, P.E., Delta Township

Task completed or in-progress since last status communication.

- Prepared and submitted 60% design drawings plans and specifications for headwork, grit equipment, aeration, clarifiers and control building. Plans discussed in progress meetings.
- Prepared and submitted the Final Basis of Design
- Prepared and submitted for the Township review the 30% Engineer's Opinion of Probable Cost.
- Opportunities for adding solar arrays to generate electricity for the facility have been explored with local vendor. After reviewing the Township indicated their desire to include a solar array on the solids building to assist in green energy at the plant. Design alternatives are being discussed for inclusion in the Phase 1 project or as a stand-alone improvement.
- Influent sewers will be collected in a common junction chamber to facilitate sampling of influent flow to the new headworks building.
- Review meeting with DEGLE held on June 15. EGLE staff requested a copy of the final basis of design to assist in their review of the construction plans.
- Interior and exterior finish materials submitted to Township with preliminary selections made. Physical samples will be provided to finalize colors and textures of material.
- Special Use Permit applications submitted to Township for the WWTP expansion and the communications antennae pole which exceeds the ordinance height. Communication pole is necessary to upgrade SCADA monitoring and control of off-site water and sanitary sewer facilities. It is anticipated that the SLUP will be acted on by the planning commission at their September meeting.
- Site plan for the WWTP expansion being prepared for submittal to the planning commission by mid-August.
- Additional discussion held on sequence of construction regarding the chemical feed system, temporary chemical storage and feed pumps, and existing control building demolition to facilitate headworks and influent sewer construction. A portion of the existing control building will need to be demolished to construct the new facilities. Temporary offices will need to be arranged for Township staff. Lab and SCADA system can remain in service through the duration of the project.

Opportunities for cost avoidance or added value.

- Technical memo prepared discussing the alternatives for improvements to the digester system without having to add a new tank.

Impediments, roadblocks, assistance needed.

- Additional topographic survey needed for the influent sewer extension to the south side of Willow. The replacement of the influent sewer will provide all new pipe under the public road that is sized for ultimate flow projections.

Change (or potential change) of scope items or customer concession. (Details on attached Request to Change Authorization)

- The control building is included in phase 1 of the project. A Request to Change Authorization will be prepared and submitted for the final design services for the control building which were originally included in phase 2 design.
- The fourth clarifier will be moved to phase 1 to obtain the necessary redundant capacity for the permitted limits. Additional design fee is not anticipated for this change.

Schedule:

- 7-20-2020 to May 15, 2021 Preliminary Design for Phase 1 and Phase 2
- May 2021 to December 31, 2021 Final Design of Phase 1
- January 2022 permitting and bidding
- Construction April 2022

Next task or action items.

- Address Township review comments on the 60% design drawings.
- Prepare 75% design submittal by August 24, 2021.
- Schedule and hold workshop on interior and exterior finishes and materials with architectural staff of Tetra Tech.
- Schedule and hold workshop with electrical and controls engineers to confirm SCADA controls and instrumentation of new facilities.

Please do not hesitate to contact any member of your Team at any time.

Gary Markstrom
Project Manager

Phone: 810.499.6646

Email: Gary.markstrom@tetratech.com

**DELTA CHARTER TOWNSHIP
FINANCE REPORT
FOR TOWNSHIP BOARD MEETING
8/18/2021**

Disbursement requests listed on the following pages, totaling \$ 2,790,729.14 have been received and reviewed by the Manager, Finance Director, and Clerk. It is recommended that all listed vouchers be approved for payment.

Payroll & Related	374,761.21
Refunds	877.97
Tax Distributions	1,995,621.09
Vendor Claims	<u>419,468.87</u>
Total	<u>\$ 2,790,729.14</u>

Kenneth R. Fletcher, Township Supervisor

Mary R. Clark, Township Clerk

Dennis R. Fedewa, Township Treasurer

**PAYABLES FOR DELTA CHARTER TOWNSHIP
BOARD AGENDA DATE 08/18/2021**

CHECK DATE	CHECK #	VENDOR NAME	DESCRIPTION	AMOUNT
07/29/2021	EFT	INSIGHT NORTH AMERICA LLC	INVESTMENT ADVISORY SERVICES	3,769.88
08/04/2021	320531	SYNCB/AMAZON	STMNT FOR OFFICE & EQUIP SUPPLIES	327.34
08/04/2021	320532	DAVID ARKING	ZONING PER DIEM - 1ST & 2ND QTR	200.00
08/04/2021	320533	AT&T MOBILITY	WIRELESS MODEM - ENGINEERING (6/19-7/18)	36.24
08/04/2021	320534	WENDY BRADLEY	PLANNING PER DIEM - 1ST & 2ND QTR	450.00
08/04/2021	320535	CAPITAL AREA UNITED WAY	PAYROLL WITHHOLDING 7/30/21	34.23
08/04/2021	320536	ANDREA CASCARILLA	ZONING PER DIEM - 1ST & 2ND QTR	150.00
08/04/2021	320537	COMCAST	SERVICE @ 7000 W WILLOW (8/9/2021-9/8/21)	148.35
08/04/2021	320538	CONSUMERS ENERGY	ELECTRIC UTILITY SERVICE AT 4 LOCATIONS	819.89
08/04/2021	320539	DAVID CORRIE	ZONING PER DIEM - 1ST & 2ND QTR	200.00
08/04/2021	320540	RACHEL ELSINGA	PLANNING PER DIEM - 1ST & 2ND QTR	400.00
08/04/2021	320541	BRENDA FREZELL	ZONING PER DIEM - 1ST & 2ND QTR	150.00
08/04/2021	320542	JEFFREY HICKS	ZONING PER DIEM - 1ST & 2ND QTR	100.00
08/04/2021	320543	MERRITTA HUNT-PROCTOR	PLANNING PER DIEM - 1ST & 2ND QTR	500.00
08/04/2021	320544	ANDREW JASON	PER DIEM BOARD OF REVIEW JULY 2021	60.00
08/04/2021	320545	TIM KALTENBACH	ZONING PER DIEM - 1ST & 2ND QTR	100.00
08/04/2021	320546	R. DOUGLAS KOSINSKI	PLANNING PER DIEM - 1ST & 2ND QTR	400.00
08/04/2021	320547	LANSING BOARD OF WATER & LIGHT	ELECTRIC UTILITIES FOR MULTIPLE SERVICES	36,659.36
08/04/2021	320548	ROBERT MCCONNELL	PLANNING PER DIEM - 1ST & 2ND QTR	650.00
08/04/2021	320549	MIKE MEDDAUGH	PLANNING PER DIEM - 1ST & 2ND QTR	400.00
08/04/2021	320550	MARK MUDRY	PLANNING PER DIEM - 1ST & 2ND QTR	500.00
08/04/2021	320551	CHAGALA, ANNETTE	REFUND P&R RENTAL DEPOSIT	250.00
08/04/2021	320552	MILLER, LARRY	REFUND P&R RENTAL DEPOSIT	50.00
08/04/2021	320553	MOORE, BRUCE	REFUND UMPIRE FEES FOR MEN'S DBL HEADER	240.00
08/04/2021	320554	SUSAN PARR	ZONING PER DIEM - 1ST & 2ND QTR	150.00
08/04/2021	320555	JAMES SCHWEITZER	PLANNING PER DIEM - 1ST & 2ND QTR	500.00
08/04/2021	320556	SPARROW OCCUPATIONAL HEALTH SERVICE	EMPLOYEE PHYSICALS	518.00
08/04/2021	320557	KIMBERLY TYSON	PER DIEM BOARD OF REVIEW JULY 2021	60.00
08/04/2021	320558	VERIZON	MACHINE-MACHINE, MGR TABLET, AIR CARDS	2,450.74
08/04/2021	320559	DIVERSIFIED NATIONAL TITLE AGENCY	REFUND W/S FOR ACCOUNT: 00020630	42.02
08/04/2021	320560	JUECKSTOCK, KURT	REFUND W/S FOR ACCOUNT: 00028468	30.95
08/04/2021	320561	ARNOLD WEINFELD	PLANNING PER DIEM - 1ST & 2ND QTR	500.00
08/04/2021	320562	JON WISE	PER DIEM BOARD OF REVIEW JULY 2021	60.00
08/05/2021	EFT	EATON COUNTY TREASURER	TAX DISTRIBUTIONS (7/16/21 - 7/31/21)	794,792.15
08/05/2021	EFT	EATON RESA	TAX DISTRIBUTIONS (7/16/21 - 7/31/21)	72,291.30
08/05/2021	EFT	GRAND LEDGE PUBLIC SCHOOLS	TAX DISTRIBUTIONS (7/16/21 - 7/31/21)	354,592.37
08/05/2021	EFT	INGHAM INTERMEDIATE SCHOOLS	TAX DISTRIBUTIONS (7/16/21 - 7/31/21)	199,817.04
08/05/2021	EFT	LANSING COMMUNITY COLLEGE	TAX DISTRIBUTIONS (7/16/21 - 7/31/21)	266,766.62
08/05/2021	EFT	LANSING PUBLIC SCHOOLS	TAX DISTRIBUTIONS (7/16/21 - 7/31/21)	2,073.07
08/05/2021	EFT	WAVERLY COMMUNITY SCHOOLS	TAX DISTRIBUTIONS (7/16/21 - 7/31/21)	305,288.54
08/11/2021	320570	COMCAST	PH SERVICE SHERIFF SUBSTATION 7708 ADMINI	34.22
08/11/2021	320571	TODD COMPTON	UMPIRE SOFTBALL CONTRACTUAL P&R	100.00
08/11/2021	320572	CONSUMERS ENERGY	STREET LIGHTS & SERVICE AT MT HOPE PK	4,170.96
08/11/2021	320573	WEX BANK	FUEL PURCHASES FOR TWP FLEET	15,809.76
08/11/2021	320574	GRANGER	YARD WASTE ROLL-OFF (MILLETT & MT HOPE)	2,882.00
08/11/2021	320575	GRANGER	YARD WASTE ROLL OFF FOR MULTIPLE LOCATIONS	1,575.05
08/11/2021	320576	ROSS JONES	SOFTBALL UMPIRE CONTRACTUAL P&R PAYROLL	300.00
08/11/2021	320577	LANSING BOARD OF WATER & LIGHT	SERVICE @ MULTIPLE LOCATIONS	9,217.72
08/11/2021	320578	LANSING BOARD OF WATER & LIGHT	CREDIT RETURN TO BWL	49.37
08/11/2021	320579	LANSING BOARD OF WATER & LIGHT	STREET LIGHTING IN DELTA TWP - JULY	57,419.13
08/11/2021	320580	MARY HANKINS	REFUND SOCCER JERSEY COST TO NON PARTICI	15.00
08/11/2021	320581	JANICE WALKER	REFUND ENRICHMENT CTR RM RENTAL DEP	250.00
08/11/2021	320582	MATT SALISBURY	UMPIRE SOFTBALL CONTRACTUAL P&R	40.00

08/11/2021	320583	BEYERLEIN, SKIP	UMPIRE SOFTBALL CONTRACTUAL P&R	140.00
08/11/2021	320584	SUN LIFE FINANCIAL	ACCIDENT & CRITICAL ILLNESS INS - PR W/H	1,522.97
08/11/2021	320585	TDS METROCOM	TELEPHONE SERVICE - JULY	380.54
08/11/2021	320586	TRACTOR SUPPLY CREDIT PLAN	STATEMENT FOR SUPPLIES & MATERIALS JULY	450.27
08/11/2021	320587	UPS	SHIPPING CHARGES	21.51
08/18/2021	320588	ABLE CONCRETE, INC.	CONCRETE REPAIR WMB - VARIOUS LOCATIONS	10,315.00
08/18/2021	320589	THE ACCUMED GROUP	AMBULANCE BILLING SERVICE FEE - JULY	6,899.86
08/18/2021	320590	ACROSS THE STREET PRODUCTIONS, INC.	BLUE CARD CE RENEWAL - 1 YEAR	2,500.00
08/18/2021	320591	AMBS MESSAGE CENTER	ANSWERING SERVICE - AUGUST	540.84
08/18/2021	320592	AMERICAN PLANNING ASSOCIATION	MEMBERSHIP (10/1/21-9/30/22) - D.WALIGORA	609.00
08/18/2021	320593	AUTOMATION DIRECT	EMERGENCY STOP FOR TL GENSET	423.50
08/18/2021	320594	AUTO VALUE PARTS STORE	VEHICLE MAINTENANCE PARTS & OIL	841.00
08/18/2021	320595	AUTO ZONE	GLASS WATER REPELLENT	8.36
08/18/2021	320596	B&D ELECTRIC, INC.	THOMAS L LS GENERATOR	3,024.00
08/18/2021	320597	BENDZINSKI & CO.	PROFESSIONAL SERVICES - FINANCIAL STMNT	1,000.00
08/18/2021	320598	BEST BARRICADING, INC.	BARRICADE SIGNS FOR WMB	650.00
08/18/2021	320599	BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	1,213.49
08/18/2021	320600	C2AE	FIRE STATION #1 RE-ROOF	2,127.91
08/18/2021	320601	CANON FINANCIAL SERVICES, INC.	MONTHLY COPIER CONTRACT CHARGE - JULY	1,064.00
08/18/2021	320602	CDW GOVERNMENT, INC.	COMPUTER EQUIPMENT & PARTS	2,758.50
08/18/2021	320603	CINTAS CORPORATION #725	MATS FOR SUBSTATION	35.00
08/18/2021	320604	CLASSIC COFFEE CO.	COFFEE, CREAM, SUGAR - STATIONS #1 & #3	331.00
08/18/2021	320605	COMMERCIAL BLUEPRINT, INC.	PLOTTER SUPPLIES	415.19
08/18/2021	320606	CONCRETE RAISING & LEVELING	FINAL PAY 2021 SIDEWALK RAISING PROGRAM	22,825.00
08/18/2021	320607	DBI BUSINESS INTERIORS	OFFICE & OPERATING SUPPLIES	1,069.29
08/18/2021	320608	DELAU FIRE SERVICES	SCOTT/SCUBA HYDRO, O-RING,VISUAL EDDY CU	98.00
08/18/2021	320609	DELTA EMBROIDERY, INC.	PULLOVER, POLO, TEE	99.68
08/18/2021	320610	DEWITT FENCE COMPANY	CANT RECEIVER	7.64
08/18/2021	320611	EATON COUNTY TREASURER	DISTRIBUTION OF SPACE TAX MONIES - MAY	505.00
08/18/2021	320612	EATON COUNTY REGISTER OF DEEDS	RECORDING COSTS DEED OF GRANT	30.00
08/18/2021	320613	EATON COUNTY ROAD COMMISSION	FIRE & SCHOOL CROSSING SIGNALS MAY 2021	23.31
08/18/2021	320614	EATON COUNTY ROAD COMMISSION	BITUMINOUS CUT - WILLOW WOODS	400.00
08/18/2021	320615	EMERSON SWAN, INC.	HOT WATER PUMP SEALS	453.24
08/18/2021	320616	ENMET LLC	GAS DETECTION METERS	1,125.63
08/18/2021	320617	ESRI	ARC GIS DESKTOP STANDARD & ADVANCED	13,209.00
08/18/2021	320618	ETNA SUPPLY COMPANY	O-RINGS TO REBUILD AMERICAN FLOW VALVES	1,735.30
08/18/2021	320619	FACILITY SOLUTIONS, INC.	BUILDING MAINT & CUSTODIAL SUPPLIES	3,070.76
08/18/2021	320620	JOHN DEERE FINANCIAL	CLUTCH FOR MOWER	1,000.82
08/18/2021	320621	FERGUSON WATERWORKS #3386	VALVE BOX TOPS	1,242.95
08/18/2021	320622	FIBERTEC ENVIRONMENTAL SERVICES	HG MONITORING	90.00
08/18/2021	320623	FIRST ADVANTAGE OCCUPATIONAL HEALTH	CLINIC COLLECTION	116.97
08/18/2021	320624	FLEETPRIDE	REPLACEMENT SOLENOID NORM	242.91
08/18/2021	320625	GRAND LEDGE COUNTRY CLUB	SHARE OF PARTICIPANT FEES P&R GOLF LESSONS	1,620.00
08/18/2021	320626	GRAINGER	HEAT EXC. TEMP VALVE CONTROLLER	457.09
08/18/2021	320627	GRANGER	MATERIALS & DISPOSAL OF DIGESTER RAGS	301.50
08/18/2021	320628	GRAYMONT WESTERN LIME, INC.	WWTP HIGH CALCIUM QUICKLIME	5,194.32
08/18/2021	320629	HALLAHAN & ASSOCIATES	ASSESSING PROF SERVICES THROUGH 7/31/21	2,394.00
08/18/2021	320630	BRIAN HATFIELD	REIMBURSE FOR BEDDING STORAGE TOTES	47.64
08/18/2021	320631	HOFFMAN PHOTOGRAPHY	MOTHER/DAUGHTER DANCE 4X6 PRINTS	189.00
08/18/2021	320632	HOLLAND SUPPLY, INC.	CEMETERY URN VAULT	766.22
08/18/2021	320633	INGSTRUP GARAGE DOOR & CONSTRUCTION	SERVICE/REPAIR GARAGE DOORS & SCISSOR LIFT	3,454.80
08/18/2021	320634	INTERNATIONAL MINUTE PRESS	ASSESSMENT MAILING	4,821.59
08/18/2021	320635	KENNEDY INDUSTRIES, INC.	RIVER RIDGE LS PUMP 2	594.00
08/18/2021	320636	KIMBALL MIDWEST	CONNECTOR, PLUG, INSECT KLR, CLEANER	937.83
08/18/2021	320637	LANGENBERG MACHINE PRODUCTS	PRIMARY GEAR BOX	136.00
08/18/2021	320638	LOOKING GLASS REGIONAL FIRE	REIMBURSE FOR AMBULANCE PARTS PURCHASE	59.34
08/18/2021	320639	LOOMIS	ARMORED SERVICE	608.42
08/18/2021	320640	LYDEN OIL COMPANY	GREASE/OIL	652.95

08/18/2021	320641	MACALLISTER RENTALS	EQUIPMENT RENTAL THOMAS L GENERATOR	411.00
08/18/2021	320642	MAURER & PARKS WELL DRILLING, INC.	PLUG ABANDONED WELLS	1,575.00
08/18/2021	320643	MAURER'S	UTILITIES AND PARKS UNIFORMS - JULY	895.83
08/18/2021	320644	MENARDS	BUILDING MAINT & OPERATING SUPPLIES	190.49
08/18/2021	320645	MICHIGAN COMPANY, INC.	PAPER TOWEL, DETERGENT, WASH, DEGREASER	284.56
08/18/2021	320646	MOTION INDUSTRIES, INC.	SMALL BOILER FAN MOTOR BEARINGS	23.20
08/18/2021	320647	MUNICODE	ADMIN SUPPORT FEE (6/1/21 - 5/31/22)	450.00
08/18/2021	320648	MUNICIPAL SUPPLY CO.	BUILDING, EQUIPMENT AND OPERATING SUPPLIES	2,633.24
08/18/2021	320649	MUSCO SPORTS LIGHTING, LLC	PARK FIELD LIGHTS REPAIR	3,900.00
08/18/2021	320650	MYERS PLUMBING & HEATING, INC.	ADMIN BLDG DISPOSAL AND FLUSH VALVES	851.77
08/18/2021	320651	NORTHSIDE SERVICE	TOWING AND SERVICE FIRE VEHICLE	350.00
08/18/2021	320652	PRO-TECH MECHANICAL SERVICES OF MI	CHECK CONDENSER MOTOR OPERATION	180.00
08/18/2021	320653	PVS TECHNOLOGIES, INC.	WWTP FERRIC CHLORIDE SOLUTION	6,220.49
08/18/2021	320654	RETROFOAM OF MICHIGAN, INC.	INSULATE WALLS SPRAYFOAM	4,065.00
08/18/2021	320655	R.M. ELECTRIC, INC.	LABOR & MATS TO TROUBLESHOOT CIRCUIT	316.78
08/18/2021	320656	SCHAFFER'S, INC.	SCREENED TOP SOIL	390.00
08/18/2021	320657	SME	PROFESSIONAL SERVICES RENDERED 6/21-7/25	2,550.00
08/18/2021	320658	THE SHYFT GROUP USA, INC.	TRUCK REPAIRS ON FIRE VEHICLE	1,453.16
08/18/2021	320659	STATE SPRING SERVICE	WHEEL SEAL	250.24
08/18/2021	320660	SUNDANCE CHEVROLET	FILTER KIT, GASKET, VEHICLE PARTS	777.93
08/18/2021	320661	TETRA TECH, INC.	PROFESSIONAL SERVICES RENDERED THRU 7/23	134,060.51
08/18/2021	320662	TRUCK & TRAILER SPECIALTIES, INC.	BOW TUBE 98" ALUM TOP TUBE TARP BOW	213.34
08/18/2021	320663	TOWNSHIP OF LANSING	DELTA TWP AMBULANCE - YOSEMITE LANSING	173.20
08/18/2021	320664	VISION MARKETING	ACCOUNTABILITY/FIREGRD TAGS	65.95
08/18/2021	320665	RESERVE ACCOUNT	POSTAGE - GENERAL DEPT USE & G.L. ELECTION	<u>10,000.00</u>
			PAYABLES TOTAL	2,417,525.13
			PAYROLL PAY ENDING 8/07/2021	373,204.01
			GRAND TOTAL	<u>\$ 2,790,729.14</u>

CHARTER TOWNSHIP OF DELTA
Public Meeting Room A
Delta Township Administration Building
7710 West Saginaw Highway
Lansing, MI 48917

**TOWNSHIP BOARD REGULAR MEETING MINUTES FOR
MONDAY, AUGUST 02, 2021**

I. CALL TO ORDER

Supervisor Fletcher called the meeting to order at 6:00 PM.

II. OPENING CEREMONIES – Pledge of Allegiance

III. ROLL CALL

Members Present: Supervisor Kenneth R. Fletcher, Treasurer Dennis R. Fedewa, Clerk Mary R. Clark, Trustee Andrea M. Cascarilla, Trustee Karen J. Mojica, Trustee Fonda J Brewer, and Trustee Elizabeth S. Bowen

Members Absent:

Others Present: Manager Brian T. Reed, Assistant Manager Alannah Doak, Lt. Ross Tyrell, Fire Chief Ginebaugh, Utilities Director Rick Kane, Planning Director Gary Bozek, Parks, Recreation, & Cemeteries Director Marcus Kirkpatrick, Community and Economic Development Coordinator Collin Mays, Finance Director Courtney Nicholls, and Building Director Matt Leach

IV. PRESENTATIONS AND PROCLAMATIONS

V. SET/ADJUST AGENDA

TRUSTEE CASCARILLA MOVED TO APPROVE THE AMENDED AGENDA.

TRUSTEE BREWER SUPPORTED THE MOTION. THE MOTION PASSED 7-0.

VI. PUBLIC HEARINGS

VII. COMMUNICATIONS

VIII. PUBLIC COMMENTS FOR ITEMS NOT ON AGENDA *(maximum two minutes)*

Barb Shipman, 2508 Park St, Asked the Board to consider broadcasting the board meetings.

Lyle Leatherberry, 533 Theo, stated that two residents on the 500 block and 600 block of Theo are running businesses out of their homes. Concerned about panhandlers, loitering, and drag racing on Saginaw Hwy.

IX. INTRODUCTION OF ORDINANCES

X. PASSAGE OF ORDINANCES

XI. CONSENT AGENDA –

TRUSTEE BREWER MOVED TO APPROVE THE CONSENT AGENDA AS PRESENTED.

TRUSTEE CASCARILLA SUPPORTED THE MOTION.

ROLL CALL:

AYES: SUPERVISOR FLETCHER, CLERK CLARK, TREASURER FEDEWA, TRUSTEE CASCARILLA, TRUSTEE MOJICA, TRUSTEE BREWER, AND TRUSTEE BOWEN

NAYS: NONE

ABSENT:

THE MOTION PASSED 7-0.

1. Bills and Financial Transactions

Payroll & Related	\$	368,005.13
Refunds	\$	4,250.23
Tax Distributions	\$	2,385,562.48
Vendor Claims	\$	1,097,221.63
Total	\$	3,855,039.47

TRUSTEE BREWER MOVED TO APPROVE THE CONSENT AGENDA AS PRESENTED.

TRUSTEE CASCARILLA SUPPORTED THE MOTION. THE MOTION PASSED 7-0.

2. Minutes –

- a. July 19, 2021
- b. July 22, 2021

TRUSTEE BREWER MOVED TO APPROVE THE CONSENT AGENDA AS PRESENTED.

TRUSTEE CASCARILLA SUPPORTED THE MOTION. THE MOTION PASSED 7-0.

3. Set Hearing of Necessity for Stoll Road Street Lighting District

TRUSTEE BREWER MOVED THAT THE DELTA TOWNSHIP BOARD SET THE PUBLIC HEARING OF NECESSITY FOR MONDAY, AUGUST 16, 2021, AT 6:00 P.M. IN ROOM A OF THE DELTA TOWNSHIP ADMINISTRATION BUILDING LOCATED AT 7710 W. SAGINAW HIGHWAY, LANSING, MI 48917. UPON APPROVAL OF THE HEARING OF NECESSITY, THE HEARING OF ASSESSMENT SHALL BE SCHEDULED FOR SEPTEMBER 20, 2021, AT 6:00 P.M. IN ROOM A OF THE DELTA TOWNSHIP ADMINISTRATION BUILDING LOCATED AT 7710 W. SAGINAW HIGHWAY, LANSING, MI 48917.

IT WAS FURTHER MOVED, THAT THE CLERK IS DIRECTED TO SEND PROPER LEGAL NOTICES FOR PUBLICATION AND PROPERLY NOTIFY THE PROPERTY OWNERS WITHIN THE PROPOSED DISTRICT.

TRUSTEE CASCARILLA SUPPORTED THE MOTION. THE MOTION PASSED 7-0.

4. Redwood Living – Multiple Family Residential Development – Proposed Water Main and Sanitary Sewer Facility Easement

TRUSTEE BREWER MOVED THAT THE DELTA TOWNSHIP BOARD ACCEPT THE WATER MAIN AND SANITARY SEWER EASEMENT AGREEMENT ASSOCIATED WITH PARCEL 040-009-200-073-00.

IT WAS FURTHER MOVED THAT THE TOWNSHIP SUPERVISOR AND CLERK BE AUTHORIZED AND DIRECTED TO SIGN THE AGREEMENT ON BEHALF OF THE TOWNSHIP.

TRUSTEE CASCARILLA SUPPORTED THE MOTION. THE MOTION PASSED 7-0.

5. MTA Principles of Governance

TRUSTEE BREWER MOVED THAT THE DELTA TOWNSHIP BOARD ADOPT THE MICHIGAN TOWNSHIPS ASSOCIATION PRINCIPLES OF GOVERNANCE.

TRUSTEE CASCARILLA SUPPORTED THE MOTION. THE MOTION PASSED 7-0.

6. Manager Brian T. Reed Contract

TRUSTEE BREWER MOVED THAT THE DELTA TOWNSHIP BOARD AGREE TO EXTEND THE AMENDED EMPLOYMENT AGREEMENT BETWEEN DELTA TOWNSHIP AND TOWNSHIP MANAGER BRIAN T. REED. THIS AGREEMENT WILL TAKE EFFECT AUGUST 2, 2021 AND EXTEND THROUGH MAY 31, 2024.

TRUSTEE CASCARILLA SUPPORTED THE MOTION. THE MOTION PASSED 7-0.

XII. ITEMS REMOVED FROM CONSENT AGENDA FOR DISCUSSION

VIII. UNFINISHED BUSINESS

7. Case No. 05-21-07: Special Land Use Permit Request for an Outdoor Commercial Recreational Facility (Drive-In Theatre) at 921 Mall Drive West, Lansing, MI 48917

No action taken.

XIII. ITEMS ADDED TO AGENDA UNDER SECTION V. SET/ADJUST AGENDA

XIV. ITEMS OF BUSINESS

8. Wind Trace No. 2 Final Plat (Lots 18-32)

TRUSTEE CASCARILLA MOVED THAT THE DELTA TOWNSHIP BOARD APPROVE THE FINAL PLAT OF THE 15 LOT WIND TRACE NO. 2 SUBDIVISION, CONSISTING OF LOTS 18 THROUGH 32, AS ILLUSTRATED ON THE FINAL PLAT DRAWING PREPARED BY DANE B. PASCOE OF KEBS, INC., WHICH HE SIGNED AND DATED ON JUNE 3, 2021. THE TOWNSHIP CLERK IS HEREBY INSTRUCTED TO SIGN THE FINAL PLAT ON BEHALF OF THE TOWNSHIP BOARD. APPROVAL OF THE PLAT IS SUBJECT TO THE PROPRIETOR OBTAINING THE CONCURRENT REQUISITE SIGNATURES FROM THE EATON COUNTY TREASURER, THE EATON COUNTY DRAIN COMMISSIONER, THE EATON COUNTY ROAD COMMISSION, AND THE

EATON COUNTY PLAT BOARD.

TRUSTEE BOWEN SUPPORTED THE MOTION. THE MOTION PASSED 7-0.

9. Referral of West Lansing Retail Development III, LLC Rezoning Request in Case No. 07-21-09

TRUSTEE MOJICA MOVED THAT THE DELTA TOWNSHIP BOARD REFER THE WEST LANSING RETAIL DEVELOPMENT III, LLC REQUEST TO REZONE 6.41 ACRES IN SECTION 9 OF THE TOWNSHIP FROM AG2, AGRICULTURAL/RESIDENTIAL, TO RM, MULTIPLE FAMILY RESIDENTIAL, AS DESCRIBED IN NO. 07-21-09, TO THE PLANNING COMMISSION FOR THE PURPOSES OF HOLDING A PUBLIC HEARING ON THE MATTER AND SUBMITTING A RECOMMENDATION TO THE TOWNSHIP BOARD.

TRUSTEE CASCARILLA SUPPORTED THE MOTION. THE MOTION PASSED 7-0.

10. Extension of Final Preliminary Plat Approval for the Pointe West No. 4 Subdivision Lots 68-85

TREASURER FEDEWA MOVED THAT THE DELTA TOWNSHIP BOARD GRANT A TWO-YEAR EXTENSION, VALID UNTIL AUGUST 21, 2023, OF THE FINAL APPROVAL OF THE FINAL PRELIMINARY PLAT FOR THE POINTE WEST NO. 4 SUBDIVISION, CONSISTING OF LOTS 68 THROUGH 85; AS ILLUSTRATED ON A DRAWING DATED MAY 31, 2017, PREPARED BY KEBS, INC.

TRUSTEE BREWER SUPPORTED THE MOTION. THE MOTION PASSED 7-0.

11. Extension of Final Preliminary Plat Approval for the Ashford Manor No. 4 Subdivision Lots 104-120

TRUSTEE BOWEN MOVED THAT THE DELTA TOWNSHIP BOARD GRANT A TWO-YEAR EXTENSION, VALID UNTIL AUGUST 21, 2023, OF THE FINAL APPROVAL OF THE FINAL PRELIMINARY PLAT FOR THE ASHFORD MANOR NO. 4 SUBDIVISION, CONSISTING OF LOTS 103 THROUGH 120; AS ILLUSTRATED ON A DRAWING DATED MAY 31, 2017, PREPARED BY KEBS, INC.

TREASURER FEDEWA SUPPORTED THE MOTION. THE MOTION PASSED 7-0.

12. Revision to Rules of Procedure

TRUSTEE CASCARILLA MOVED THAT THE DELTA TOWNSHIP BOARD APPROVE THE REVISED RULES OF PROCEDURE AS PRESENTED.

CLERK CLARK SUPPORTED THE MOTION.

The Board of Trustees discussed the item.

TRUSTEE BREWER MOVED TO AMEND THE ORIGINAL MOTION TO INCLUDE SUBSECTION 8.2 TO HAVE A TIMELINE FOR THE WEBSITE OF ONE YEAR AND FOR SOCIAL MEDIA AND OTHER PLATFORMS THAT THERE NOT BE AN END DATE.

TRUSTEE BOWEN SUPPORTED THE MOTION.

The Board of Trustees continued with additional discussion.

THE AMENDED MOTION FAILED 3-4 (BREWER, BOWEN, AND FEDEWA YES).

THE ORIGINAL MOTION PASSED 5-2 (BREWER AND FEDEWA NO).

XV. MANAGER'S REPORT – Brian Reed, Township Manager

Manager Reed presented his updates to the Township Board:

- The Lansing-Delta Township GM Plant continues to be down due to the chip shortage.
- Manager Reed announced that on August 16, John Kahler will begin his first day as the new Assistant Fire Chief.
- Delta is a finalist for the MML Community Excellence award for the Waverly Pathway project. Staff is putting together a seven-minute program for the MML Convention held September 22-24 in Grand Rapids, MI.
- Manager Reed submitted a letter of support to Lansing Township. Lansing Township applied for funding from the Ingham County Trails and Parks Millage for a phase two feasibility study which is the connection over the river.

XVI. COMMITTEE OF THE WHOLE

13. Library Update

Library Director Mary Rzepczynski provided an update to the Board regarding the Library and their schedule for fully reopening.

14. EATRAN Update

Clerk Mary Clark provided the Board with an update on EATRAN.

XVII. PUBLIC COMMENTS

XVIII. CLOSED SESSION

15. Closed Session

TRUSTEE MOJICA MOVED THAT THE DELTA TOWNSHIP BOARD ADJOURN TO CLOSED SESSION AT THE REQUEST OF THE TOWNSHIP MANAGER UNDER THE OPEN MEETINGS ACT (ACT 267 OF 1976), SECTION 15.268, SEC. 8 (H) TO CONSIDER MATERIAL EXEMPT FROM DISCUSSION OR DISCLOSURE BY STATE OR FEDERAL STATUTE.

TRUSTEE BOWEN SUPPORTED THE MOTION AT 6:49 PM. THE MOTION PASSED 7-0.

16. Closed Session

TRUSTEE CASCARILLA MOVED THAT THE DELTA TOWNSHIP BOARD ADJOURN TO CLOSED SESSION AT THE REQUEST OF THE TOWNSHIP MANAGER UNDER THE OPEN MEETINGS ACT (ACT 267 OF 1976), SECTION 15.268, SEC. 8 (D) TO CONSIDER THE PURCHASE OR LEASE OF REAL PROPERTY UP TO THE TIME AN OPTION TO PURCHASE OR LEASE THAT REAL PROPERTY IS OBTAINED.

TRUSTEE BREWER SUPPORTED THE MOTION AT 7:20 PM. THE MOTION PASSED 7-0.

TRUSTEE CASCARILLA MOVED TO END THE BOARD EXECUTIVE CLOSED SESSION AT 7:38 PM.

TRUSTEE BREWER SUPPORTED THE MOTION. MOTION PASSED 7-0.

XIX. ADJOURNMENT –

Supervisor Fletcher adjourned the meeting at 7:43 PM.

CHARTER TOWNSHIP OF DELTA

KENNETH R. FLETCHER, SUPERVISOR

MARY R. CLARK, TOWNSHIP CLERK

CHARTER TOWNSHIP OF DELTA
Public Meeting Room C
Delta Township Administration Building
7710 West Saginaw Highway Lansing MI 48917

TOWNSHIP BOARD COMMITTEE OF THE WHOLE MINUTES
MONDAY, AUGUST 9, 2021

I. CALL TO ORDER –

Supervisor Fletcher called the meeting to order at 6:00 PM

II. ROLL CALL

Members Present: Supervisor Kenneth R. Fletcher, Treasurer Dennis R. Fedewa, Clerk Mary R. Clark, Trustee Fonda J. Brewer, Trustee Andrea M. Cascarilla, and Trustee Elizabeth S. Bowen

Members Absent: Trustee Karen J. Mojica

Others Present: Manager Brian T. Reed, Utilities Director Rick Kane, Township Engineer Ernie West, Finance Director Courtney Nicholls, Parks, Recreation, and Cemeteries Director Marcus Kirkpatrick, Building Director Matt Leach, Assessing Director Ted Droste, and Assistant Manager Alannah Doak

TRUSTEE BOWEN MOVED TO EXCUSE TRUSTEE MOJICA FROM THE AUGUST 9, 2021 COMMITTEE OF THE WHOLE MEETING.

TRUSTEE CASCARILLA SUPPORTED THE MOTION. THE MOTION PASSED 6-0.

III. SET/ADJUST AGENDA

TRUSTEE BREWER MOVED TO APPROVE THE AGENDA AS PRESENTED.

TRUSTEE CASCARILLA SUPPORTED THE MOTION. THE MOTION PASSED 6-0.

IV. PUBLIC COMMENT

V. MANAGER'S REPORT

Manager Reed presented his updates to the Township Board:

- The Bi-annual Delta Now Magazine is scheduled to go to the printer and be mailed out to residents.
- This weekend was the Basketball Money Ball Tournament 3 on 3 with 6 divisions and 40 teams.
- Received notice that the Township is in the queue to receive funding through the SRF at a rate of 1.875 for the Waste Water Treatment Plant build.

VI. ITEMS OF DISCUSSION

1. Tri-County Regional Planning Commission - Groundwater Management Board Presentation

Environmental Sustainability Planner, Lauren Schnoebelen from the Tri-County Regional Planning Commission gave an extensive informative presentation on the Groundwater Management Board and what projects they have completed in the past and what they're working on for the coming year.

2. St. Joe Watermain and Pathway Discussion

Township Engineer Ernie West provided an update on progress made on the St. Joe Highway Easement Acquisition as it relates to the watermain and pathway project scheduled for the future. This project will require 33 easements and run from Waverly to Creyts.

Discussion among the Board and staff took place. The consensus of the Board was for staff to move forward with the easement and watermain replacement project. It is important to move the watermain, which is one of the oldest in the township, out of the roadway.

3. 2021 IFT Compliance Report

Ted Droste gave a presentation on the 2021 audit of each business within Delta Township that currently has an active Industrial Facility Tax (IFT).

VII. ADJOURNMENT

Supervisor Fletcher adjourned the meeting at 7:29 PM.

CHARTER TOWNSHIP OF DELTA

KENNETH R. FLETCHER, SUPERVISOR

MARY R. CLARK, TOWNSHIP CLERK

Supervisor Kenneth R. Fletcher
Clerk Mary R. Clark
Treasurer Dennis R. Fedewa
Manager Brian T. Reed



Trustee Elizabeth S. Bowen
Trustee Fonda J. Brewer
Trustee Andrea M. Cascarilla
Trustee Karen J. Mojica

Engineering Department

(517) 323-8540

August 11, 2021

ENGINEER'S CERTIFICATION OF
SATISFACTORY COMPLETION

Mary R. Clark, Clerk
Charter Township of Delta
7710 West Saginaw Highway
Lansing, MI 48917

RE: Wind Trace Phase II Subdivision – Section 18

Dear Mary:

I hereby certify that the sanitary sewer and water main facilities installed as part of Wind Trace Phase II Subdivision project located in the southeast 1/4 of Section 18 have been installed according to the Municipal Utility Agreement and Delta's Municipal Utility Standards.

Said facilities have been inspected, tested and approved by this office. In addition, the required Waiver of Lien and Deed of Grant for the sanitary sewer and water main facilities have been received for said facilities, a copy of which are attached and will be recorded upon final acceptance by the Township Board.

Sincerely,

DELTA CHARTER TOWNSHIP

Ernest A. West, P. E.
Delta Township Engineer

Supervisor Kenneth R. Fletcher
Clerk Mary R. Clark
Treasurer Dennis R. Fedewa
Manager Brian T. Reed



Trustee Elizabeth S. Bowen
Trustee Fonda J. Brewer
Trustee Andrea M. Cascarilla
Trustee Karen J. Mojica

Engineering Department

(517) 323-8540

August 11, 2021

Board of Trustees
Delta Charter Township
7710 West Saginaw Highway
Lansing, MI 48917

RE: Wind Trace Phase II Subdivision – Section 18

Dear Supervisor Fletcher and Delta Township Board Members:

The sanitary sewer and water main facilities installed for the Wind Trace Phase II Subdivision project, located in the southeast 1/4 of Section 18 of Delta Township, has been completed. The required Waiver of Lien and Deed of Grant for the sanitary sewer and water main facilities have been signed by the developer/property owner and are hereby submitted for your approval.

Said facilities have been inspected, tested and approved by this office.

The following resolution is offered for your consideration:

"I move that the Delta Township Board accept the Waiver of Lien and Deed of Grant for the sanitary sewer and water main facilities installed to serve the Wind Trace Phase II Subdivision project located in the southeast 1/4 of section 18 of Delta Township, and

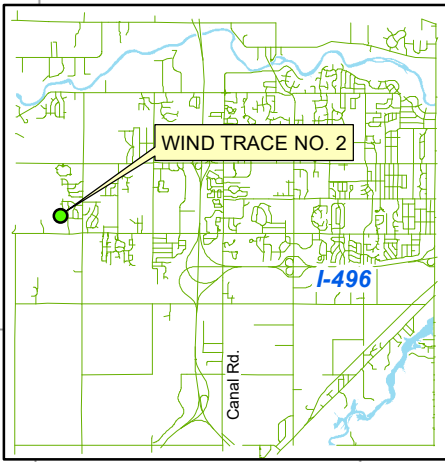
"Further, that said sanitary sewer and water main facilities be accepted into the Delta Township Sanitary Sewer and Water Main Systems."

Sincerely,

DELTA CHARTER TOWNSHIP

Ernest A. West, P.E.
Delta Township Engineer

Attachments



WINDSWEEP DR.

MULDERSTRAAT

JERRYSON DR.

CAROUSEL DR.

BRICKAND DR.

DICKSON DR.

NIXON RD.

ST. JOE HWY.

Wind Trace No. 2
Subdivision

DELTA CHARTER TOWNSHIP

7710 W. SAGINAW HIGHWAY
LANSING, MI 48917
517.323.8555



WIND TRACE SUBDIVISION
NO. 2
LOCATION MAP

WAIVER OF LIEN

For a Valuable Consideration, paid to the undersigned, the receipt whereof is hereby confessed and acknowledged, the undersigned hereby waive, release and relinquish any and all claims or right of lien which the undersigned now have or may have hereafter upon the premises known as Wind Trace Phase II Subdivision, for all labor and materials for the construction, erection and alteration of the public portion of the sanitary sewer and water main facilities situated on the premises above described and identified under the following Michigan Department of Environment, Great Lakes, and Energy (EGLE): Act 399 Permit No. W191040 dated July 29, 2019 and Part 41 Permit No. P41002206 v. 1 dated August 12, 2019.

Wind Trace Phase II Subdivision is legally described as:

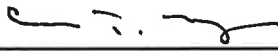
A parcel of land in the Southeast 1/4 of Section 18, T4N, R3W, Delta Township, Eaton County, Michigan: the boundary of said parcel described as: Commencing at the South 1/4 corner of said Section 18; thence N00°01'18"E along the North-South 1/4 line of said Section 18 a distance of 2597.12 feet; thence N89°56'20"E parallel with the East-West ¼ line of said Section 18 and along the North line of Wind Trace as recorded in Liber 13 of Plats, Pages 226 and 227, Eaton County Records and its extension a distance of 1324.34 feet to the Northeast corner of said Wind Trace and the Northwest corner of Nixon Hills No. 3 as recorded in Liber 13 of Plats, Pages 116-118, Eaton County Records; thence S00°24'50"W along the East line of said Wind Trace and the West line of said Nixon Hills No. 3 a distance of 948.27 feet to the Southeast corner of said Wind Trace and the point of beginning of this description; thence S00°24'50"W continuing along said West line 334.23 feet to the Northwest corner of Nixonburg Hills Subdivision No. 1 as recorded in Liber 4 of Plats, Page 61, Eaton County Records; thence SD0°03'D3"W along the West line of said Nixonburg Hills Subdivision No. 1 a distance of 316.78 feet; thence N89°31'50"W 232.99 feet; thence N74°45'45"W 83.71 feet; thence S89°46'57"W 99.96 feet; thence N82°01'48"W 25.00 feet; thence N02°23'36"E 150.00 feet; thence N21°00'00"E 67.81 feet: thence N07°26'00"E 146.48 feet; thence S83°16'5D"E 81.07 feet; thence S89°42'47"E 95.78 feet; thence N00°17'13"E 305.80 feet to the South line of said Wind Trace; thence along said South line the following two courses: S66°12'27"E 71.97 feet and S89°31'50"E 147.98 feet to the point of beginning; said parcel containing 4.9 acres, containing 11 lots numbered 18 through 28 inclusive.

The following costs for labor, materials, engineering and administrative overhead are provided for information purposes only:

SANITARY SEWER: \$ 128,516.00

WATER: \$ 102,809.00

Signed, Sealed and Delivered this 29th day of JULY, 2021.

BY: 
EROMEN T. MACKENZIE
MANAGING MEMBER
Title

Prepared By:
Jennifer Bernardin
Engineering Department
Delta Township
7710 West Saginaw Highway
Lansing, MI 48917

DEED OF GRANT

THIS DEED OF GRANT made July 29, 2021, between **NIXON ROAD HOLDING COMPANY, LLC**, 4248 West Saginaw Highway, Grand Ledge, Michigan 48837, party of the First Part, and **DELTA CHARTER TOWNSHIP**, 7710 West Saginaw Highway, Eaton County, Lansing, Michigan 48917, party of the Second Part.

WITNESSETH:

The party of the First Part having heretofore installed at their own expense and with private funds, sanitary sewer and water main facilities as hereinafter described and desires to convey ownership of said facilities to the Second Party, in consideration of One Dollar (\$1.00), First Party hereby grants and conveys to Second Party ownership of all pipe and related construction materials installed within Wind Trace Phase II Subdivision located in Section 18 of Delta Township, Eaton County, Michigan under the following Michigan Department of Environment, Great Lakes, and Energy (EGLE) Permits: Act 399 Permit No. W191040 dated July 29, 2019 and Part 41 Permit No. P41002206 v. 1 dated August 12, 2019; and as illustrated upon the as-built drawings on file in the Delta Township Engineering Department offices.

The parcel of land, identified as Wind Trace Phase II Subdivision, legally described as:
A parcel of land in the Southeast 1/4 of Section 18, T4N, R3W, Delta Township, Eaton County, Michigan: the boundary of said parcel described as: Commencing at the South 1/4 corner of said Section 18; thence N00°01'18"E along the North-South 1/4 line of said Section 18 a distance of 2597.12 feet; thence N89°56'20"E parallel with the East-West 1/4 line of said Section 18 and along the North line of Wind Trace as recorded in Liber 13 of Plats, Pages 226 and 227, Eaton County Records and its extension a distance of 1324.34 feet to the Northeast corner of said Wind Trace and the Northwest corner of Nixon Hills No. 3 as recorded in Liber 13 of Plats, Pages 116-118, Eaton

County Records; thence S00°24'50"W along the East line of said Wind Trace and the West line of said Nixon Hills No. 3 a distance of 948.27 feet to the Southeast corner of said Wind Trace and the point of beginning of this description; thence S00°24'50"W continuing along said West line 334.23 feet to the Northwest corner of Nixonburg Hills Subdivision No. 1 as recorded in Liber 4 of Plats, Page 61, Eaton County Records; thence SD0°03'D3"W along the West line of said Nixonburg Hills Subdivision No. 1 a distance of 316.78 feet; thence N89°31'50"W 232.99 feet; thence N74°45'45"W 83.71 feet; thence S89°46'57"W 99.96 feet; thence N82°01'48"W 25.00 feet; thence N02°23'36"E 150.00 feet; thence N21°00'00"E 67.81 feet; thence N07°26'00"E 146.48 feet; thence S83°16'5D"E 81.07 feet; thence S89°42'47"E 95.78 feet; thence N00°17'13"E 305.80 feet to the South line of said Wind Trace; thence along said South line the following two courses: S66°12'27"E 71.97 feet and S89°31'50"E 147.98 feet to the point of beginning; said parcel containing 4.9 acres, containing 11 lots numbered 18 through 28 inclusive.

This Deed of Grant is exempt from transfer tax pursuant to §5(a) of Public Act 134 of 1966, MCLA 207.505, as amended, and §6(a) of Public Act 330 of 1993, MCLA 207.526, as amended.

IN WITNESS WHEREOF, the party of the First Part hereunto set their hand and seal the day and year first above written.

**NIXON ROAD HOLDING COMPANY, LLC,
a Michigan corporation**



(Signature)

ERDMEN T. MACKENZIE

(Printed Name)

Its: MANAGING MEMBER

(Title)

STATE OF MICHIGAN)
)
COUNTY OF)

On this 29th day of JULY, 2021, before me, personally appeared ERDMEN T. MACKENZIE, who being by me duly sworn, did say that he is the MANAGING MEMBER of Nixon Road Holding Company, LLC, and that said instrument was signed on behalf of Nixon Road Holding Company, LLC and he acknowledged said execution to be a free act and deed.



(Signature)

Michelle J. Koss

(Printed Name)

Notary Public Eaton County

My Commission Expires: 9/24/21

Prepared By:
Jennifer Bernardin
Engineering Department
Delta Township
7710 West Saginaw Highway
Lansing, MI 48917

Supervisor Kenneth R. Fletcher
Clerk Mary R. Clark
Treasurer Dennis R. Fedewa
Manager Brian T. Reed



Trustee Elizabeth S. Bowen
Trustee Fonda J. Brewer
Trustee Andrea M. Cascarilla
Trustee Karen J. Mojica

Engineering Department

(517) 323-8540

TO: Supervisor Kenneth R. Fletcher and the Delta Township Board
FROM: Ernest A. West, P.E., Township Engineer
DATE: August 10, 2021
**SUBJECT: St. Joe Highway Water Main and Pathway Project
Easement Acquisition Services
Contract Award**

On August 9, 2021, staff presented a project update for the St. Joe Highway Water Main Replacement and Non-Motorized Pathway project, between Waverly Rd and Creyts Rd. The next step for proceeding with the project is to begin actively pursuing the required easements, adjacent to the road right-of-way that will provide the room required to install the water main and pathway. A total of 33 easements are expected to be required based on preliminary design work completed last year.

At the end of the presentation, staff recommended modifying the current contract with TetraTech, who completed the preliminary design work, to add easement acquisition services. The services would be provided by TetraTech and a specialty sub-consultant, ORC. TetraTech and staff worked together to evaluate three (3) separate sub-consultant proposals and found the proposal from ORC to be the most comprehensive and most appropriate proposal for this project.

Attached is the agreement that has been negotiated by staff.

The following motion is offered for your consideration:

"I move that the Delta Township Board accept the proposed contract modification from TetraTech, for the purpose of providing professional easement acquisition services for the St. Joe Highway water main and pathway project in an amount not to exceed \$184,800.00. Further, the Township Manager is hereby authorized to sign and execute an agreement for said services on behalf of Delta Township."

Staff will attend the August 16, 2021 Board meeting to answer any questions or address any concerns from the Board. If there any questions in the interim, please let us know. Thank you.



**Tetra Tech, Inc.
Amendment No. 2
Professional Services Agreement for Engineering Services**

This is an amendment to the Agreement made on the 7th day of May 2019 between **Delta Charter Township** (Client) and **Tetra Tech, Inc.** (Consultant), a Delaware corporation, made on this 8th day of June 2021.

Client and Consultant agree to specific changes to the referenced Agreement for the **St. Joseph Highway Water Main Design and Non-Motorized Facility Evaluation** as described in Attachment A. Consultant agrees to perform the services in consideration of the compensation described in Attachment A and in accordance with the terms of the Agreement.

This Amendment consists of this document together with Attachment A – Amended Project Requirements and the Agreement. Except as set forth in this Amendment, the Agreement between the Client and Consultant is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

In executing this Amendment, the undersigned also acknowledge their authority to bind the parties to all terms and conditions.

In witness whereof, the parties hereto have made and executed this Amendment as of the day and year first written.

Delta Charter Township
7710 West Saginaw Highway
Lansing, Michigan 48917

Tetra Tech, Inc.
3497 Coolidge Road
East Lansing, Michigan 48823
517.316.3932

By _____
Client's Authorized Signature

By _____
Consultant's Authorized Signature

Brian Reed
Township Manager

Gary Markstrom, P.E.
Vice President
gary.markstrom@tetrattech.com

Email



**Professional Services Agreement
Amendment No. 2**

Attachment A – Amended Project Requirements

Client: Delta Charter Township

Project Description

St. Joseph Highway Water Main Design and Non-Motorized Facility Evaluation

Amendments to Scope of Services

**Effort /
Cost Assumed**

Consultant shall provide the services as detailed in the proposal dated June 7, 2021, attached hereto.

\$184,800

Special Assumptions

Amendments to Project Schedule

Task

Date

Method of Compensation

NTE Fee, 05/07/19

\$119,080.00

Amendment No. 1

\$9,700.00

Amendment No. 2

\$184,800.00

TOTAL AUTHORIZED FEE

\$313,580.00

Supplemental Terms and Conditions

June 7, 2021

Ernest (Ernie) A. West, P.E.
Township Engineer
Delta Charter Township
7710 W. Saginaw Hwy
Lansing, MI 48917

**Re: St. Joseph Highway Water Main and Pathway
Amendment 2 for Easement Acquisition Services**

Dear Mr. West:

As requested by the Township, Tetra Tech is pleased to submit this amendment for professional services related to preparing and obtaining easements for the proposed water main and pathway project. The project limits, as depicted in the preliminary plans dated October 2019, stretch from Waverly Road on the east to Creyts Road on the west. The preliminary plans identified 31 parcels where an easement for the project will be required. Attached is a list of the parcels and the easement areas for each. The scope of services for this amendment will include reviewing the preliminary plans and noting any areas which may impact the list of easements, preparing easement legal descriptions, and then meeting with the property owners to secure the easement. To assist the Township in obtaining and negotiating the easements we propose to team with ORC Real Estate Solutions for Infrastructure who specialize in negotiating and obtaining utility easements for municipalities. Included herein is a firm profile for ORC and two resumes for the professionals from ORC that will be leading the acquisition program. Overall project management will be the responsibility of Gary Markstrom, P.E., who has worked with the Township for a number of years on this project.

SCOPE OF SERVICES

The following scope of services is anticipated for the easement acquisition phase of the project:

- Organize and attend a project kick off meeting with the Township.
- Review preliminary plans for the pathway and water main project and resolve any issues relating to alignment and easement areas.
- Obtain title commitment for the impacted parcels (31 total).
- Prepare the easement document and submit to the Township for attorney review and comment.
- Prepare legal description and sketch of each easement being obtained (31 total).
- Review tax assessment information and calculate a valuation for the easement areas.
- Perform a preliminary interview and initial property owner contact to inform them about the process and project.
- Prepare an appropriate Good Faith Offer document based on identified parcel impacts.
- Perform the negotiations with the property owners to obtain the easement.
- Perform the real estate closing and/or document recording activities.
- Organize and attend monthly project progress meetings (six total) and other stakeholder meetings. We anticipate two initial public meetings and then individual meetings as necessary with the impacted property owners.
- Provide monthly status reports for the Township Board reports.

Tetra Tech

3497 Coolidge Road, East Lansing, MI 48823
Tel 517.316.3930 Fax 517.484.8140 www.tetrattech.com

SERVICES NOT INCLUDED

- Professional services associated with condemnation action.
- Tetra Tech and our subconsultant will prepare the draft easement document for review and approval by the Township and the Township's legal counsel. The legality of the easement document is the responsibility of the Township and counsel.

SCHEDULE

We propose the following schedule for the project:

Project kick-off meeting	First week of July 2021
Easement preparation and acquisition	July through December 2021
Final Completion	End of January 2022

COMPENSATION

Compensation for our personnel directly engaged in the work of this proposal will be based on our hourly billable rates. We propose the following budget for this effort:

Easement Legal Descriptions and Project Management	\$ 63,525
Easement Acquisition (ORC)	<u>\$121,275</u>
Total Amendment 2	\$184,800

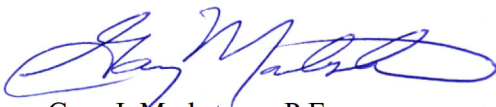
Attached is a summary of the hours projected and associated sub consultant services and fees.

Our Standard Terms and Conditions of the original St Joseph Highway Water Main and Non-Motorized Facility Evaluation agreement are incorporated in this proposal by reference. If this Amendment 2 is acceptable, please sign the attached Amendment 2 form and return a signed copy to our office.

We look forward to providing continuing service to Delta Township on this next phase of the St Joseph Highway Water Main improvement project.

If you have any questions, please call me at 517.316.3932.

Sincerely,



Gary J. Markstrom, P.E.
Unit Vice President

Attachments

Delta Township

Parcel ID	Address	Easement Width (ft)	Easement Length (ft)	Easement Area (Square Yards)	Notes
Phase 1: Waverly Road Connection					
040-024-200-041-00	800 S Waverly RD	23	150	383	Already in process of obtaining
040-024-200-042-00	728 S Waverly RD	18	175	350	Already in process of obtaining
Total Area				733	

Phase 2: Creyts Road to Snow Road					
040-014-300-023-00	6300 W ST Joe HWY			47	Triangular easement 10' off proposed water main
040-014-300-021-00	6232 W ST Joe HWY	20	1017	2260	
040-055-502-020-00	5730 W ST Joe HWY	5	85	47	
040-055-502-030-00	630 Kenway DR	5	98	54	
040-014-400-176-00	5400 W ST Joe HWY	15	282	470	
040-014-400-048-00	5401 W ST Joe HWY			27	Triangular easement 10' off proposed water main
040-023-200-061-00	5211 W ST Joe HWY	30	60	66	Non rectangular easement
Total Area				2971	

Phase 3: Snow Road to Waverly Road					
040-023-200-061-00	5211 W ST Joe HWY	20	20	44	Temporary construction easement
040-024-100-002-00	5123 W ST Joe HWY	30	202	673	
040-024-100-022-00	5021 W ST Joe HWY	30	235	783	
040-024-100-025-00	5001 W ST Joe HWY	30	158	527	
040-024-100-048-00	4825 W ST Joe HWY	17	99	187	
040-046-000-010-00	4815 W ST Joe HWY	17	99	187	
040-046-000-020-00	4807 W ST Joe HWY	17	99	187	
040-046-000-030-00	4711 W ST Joe HWY	17	105	198	
040-046-000-040-00	4707 W ST Joe HWY	17	104	196	
040-046-000-050-00	4703 W ST Joe HWY	17	97	183	
040-046-000-055-00	4625 W ST Joe HWY	17	75	142	
040-046-000-060-00	4615 W ST Joe HWY	17	115	217	
040-024-100-050-00	4607 W ST Joe HWY	17	99	187	
040-024-100-055-00	710 Chelsey Dr	17	100	189	
040-024-100-060-00	4507 W ST Joe HWY	25	137	381	
040-024-100-070-00	NA	25	160	444	
040-024-200-002-00	NA	25	86	239	
040-024-200-013-00	4415 W ST Joe HWY	25	359	997	
040-024-200-018-00	4407 W St Joe HWY	25	168	467	
040-024-200-020-00	4333 W ST Joe HWY	25	124	344	
040-061-500-520-00	4125 W ST Joe HWY	30	30	100	
040-024-200-041-00	800 S Waverly RD	25	565	1569	
040-043-600-011-00	698 S Waverly RD	20	20	44	
040-043-600-011-00	698 S Waverly RD	20	20	44	Temporary construction easement
Total Area				8532	

FIRM PROFILE

ORC® Founded by Mr. Owen Richard Colan in 1969, **O. R. Colan Associates, LLC** (ORC) specializes exclusively in land acquisition, relocation, and program management for land acquisition projects.

ORC is recognized nationally in the field of right-of-way acquisition and relocation assistance for projects implemented under the provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970; Title 49 Code of Federal Regulations Part 24; and MDOT Real Estate Policy and Procedure Manuals.

- **Company Evolution** – We have grown our business from just a handful of employees in West Virginia to 35 offices in 23 states.
- **Local Presence** – Our local office is located at 34441 W. Eight Mile Rd., Suite 103, Livonia, MI 48152, just a 20-minute drive from the Delta Twp.



 OVER 250 EMPLOYEES	50 YEARS OF EXPERIENCE
35 OFFICES IN 23 STATES	
50,000+ PARCELS ACQUIRED	
\$3.5+ BILLION IN ROW ACQUIRED	\$0 LOST IN FEDERAL FUNDING 
OVER 10,000 PROJECTS COMPLETED	35,000+ RELOCATIONS 
ZERO AUDIT FINDINGS 	CERTIFIED WBENC  <small>WOMEN'S BUSINESS ENTERPRISE</small>

- **ORC's 51 Years of National Experience** – ORC is the national industry leader in land acquisition, relocation, and program management services that comply with the Uniform Relocation Act. The graphic to the left highlights some of our many industry accomplishments.
- **Public Agencies as Primary Clientele** – Our primary clients are public agencies with eminent domain authority. These include hundreds of cities and counties, 30 state departments of transportation, more than 60 airport authorities, the Federal Emergency Management Agency (FEMA), the Environmental Protection Agency (EPA), the National Park Service, the U. S. Army Corps of Engineers, the General Services Administration (GSA), and numerous state, county, municipal, and local

public agencies.



- ORC has completed 300+ right -of-way projects in the Great Lakes region in the past 10 years.

Experience with the Uniform Act

ORC has specialized in acquiring property and providing relocation advisory services for public agencies at all government levels. In addition to providing practical services for versatile public works projects nationwide, our professionals also have played key roles in evolving the Uniform Act, especially in teaching its provisions to both public and private real estate professionals.

- Our proposed project team members are longtime right-of-way acquisition professionals, with several having received accolades from the International Right of Way Association for their ample expertise, and all bring a comprehensive understanding of the Uniform Act.

We will gladly provide specific evidence of our firm's or team's Uniform Act experience to the Delta Twp upon request. The Township can also visit our Web site at www.orcolan.com to learn more about our broad catalogue of experience and resources.

ORC's Experience with Local Public Agencies (LPA's)

Nationally, **ORC has acquired more than \$3.5 billion of real property for public agencies and 50,000+ parcels**, and we have provided relocation assistance to 35,000+ owner-occupants, tenants, businesses, and non-profits. Our expertise in preparing and implementing procedures on federal, state, and local levels is extensive. For example, the Federal Highway Administration (FHWA) awarded ORC a contract to prepare a Local Public Agency (LPA) guidebook to facilitate federal aid projects nationally. In addition, ORC's national training division hosts regular educational courses on implementing the Uniform Act as well as policies/procedures related to LPA implementation of state and federally funded projects requiring land acquisition efforts.

Diversity Certification

ORC is a certified "Women-Owned Business" (WBE) with the Women's Business Enterprise National Council (certificate included in this package). Our registration (WBE1600358) is recognized through November 2021

PROJECT MANAGER & KEY STAFF

Resumes

As requested, we have included resumes for our proposed project manager and key staff as an attachment to our proposal package.

Licenses

ORC offers robust in-house resources to manage right-of-way activities for City projects, including title research, negotiation, closings, and management. Additionally, all ORC staff proposed in this package hold current appropriate Michigan licensing.



COMPARABLE PROJECTS

To further demonstrate our specialized experience and technical competence, ORC submits the following list of representative projects, which includes projects overseen by MDOT as well as other local public agencies in the State of Michigan.

1. Oakland Southwest Airport, New Hudson, Michigan

Contact: Stephanie Ward, Aviation Planning VP – Mead & Hunt
517-908-3121

stephanie.ward@meadhunt.com

Project Overview: This contract is to acquire approximately 30-40 avigation easements from residential, commercial, industrial, and public agency property owners. Phase 1 includes initial property owner contact/interviews; coordination with property owners for access for boundary surveys; and preparing, distributing and tracking rights of entry. Phase 2 includes acquisition of avigation easements and recording documents and disbursement of funds to property owners. Other services include project planning, cost estimation, and adherence to FAA grant assurances.

Project Budget: Phase 1 – Approx. \$30,000 – Phase 2 – TBD (Est. \$150,000)

2. City of Romulus – Wayne/Ecorse Intersection Reconfiguration

Contact: Merrie Druyor, Director of Authorities – City of Romulus DDA/TIFA

mdruyor@romulusgov.com

734-955-4531

Project Overview: ORC is the prime consultant for this project, which includes acquisition and relocation services for five commercial and vacant parcels, to facilitate the reconfiguration of the intersection to include additional lanes and address drainage issues.

Project Budget: \$40,000

3. MDOT – I-94 Modernization Project

Contact: Trebecca McDonald, ROW Coordinator – HNTB

trmcdonald@hntb.com

313-437-8103

Project Overview: ORC is a sub to HNTB on this project, which includes the acquisition of various right-of-way interests, including, but not limited to, highway easements, release of damages, consents to grade in all forms, partial takes, and full takes including relocation services.

Approximately forty parcels are involved.

Project Budget: \$411,208

4. Detroit City Airport – Land Planning, Acquisition and Relocation

Contact: Colin Wheeler, P.E. – Kimley-Horn

612-431-2642

Colin.Wheeler@kimley-horn.com

Project Overview: As part of the Airport Master Plan update, ORC is a subcontractor to Kimley-Horn for the airport's Exhibit A property map and inventory of parcels, as well as the completion of the French Road Mini-Take Acquisition Program. In addition, we will assist the City in the disposition of airport properties, facilitate land releases from the FAA, and consult on future land use alternatives for land on and around the airport.

Project Budget: Exhibit A Property Map & Parcel Inventory - \$40,000. French Road Mini-Take land acquisition and relocation services – TBD.

PROJECT OFFICE

As indicated previously, our team will operate from our local office at 34441 W. Eight Mile Rd., Suite 103, Livonia, MI 48152, just 60 minutes from the Delta Twp.

SCOPE OF WORK

Project Understanding

In preparation for this submittal, **ORC's review of the Township's Project Plans** has provided us with a clear understanding of the overall project plans the Township has identified. We noted specifically the information and maps contained in the Plan related to planned right-of-way widths and pathways.

Proposed Project Approach and Work Plan

Project Kick-Off: Following receipt of Notice to Proceed (NTP), the ORC Project Manager will host a kick-off/scoping meeting to: **1) Identify protocols and project-specific items, including schedules and parcel prioritization; 2) Conduct a brief training and overview for the Delta Twp on ORC's innovative systems for project reporting and parcel tracking; and 3) Move forward promptly with titles and appraisals to ensure their completion within the necessary timeframe as agreed upon by the Township and ORC.**

Turnkey ROW Acquisition and Relocation Services: ORC offers the Delta Twp this paramount advantage: we are fully equipped to perform turnkey ROW acquisition and relocation services. **While our proposed project team does not include specific subconsultants for title services/closings, surveys, appraisals, or review appraisals, ORC will add the appropriate subs upon project/scope establishment with the Township.** ORC has established longstanding beneficial partnerships with Michigan providers of the above referenced services.

Accommodating Property Owner Schedules: We work to accommodate property owners' schedules as well as explain the process directly to them. History proves that explaining the process personally and in detail expedites gaining the property owner's confidence and trust. Our staff's project site proximity enables our agents to meet personally with impacted property owners. Further, our firm approaches a negotiation parcel with full awareness of its significant inconvenience to the property owner, and therefore acknowledges our responsibility to adapt to property owner requests.

- ORC agents commonly schedule evening appointments specifically to accommodate affected owners' busy schedules. Since many affected properties are residential, meeting after hours offers each owner the opportunity to meet directly with our agents to discuss the project's details.

As we often foster the public's "first impression" of the Township, ORC serves as stewards by explaining the project directly to and understanding the concerns of property owners. ORC will advocate the benefits of a project and treat each individual property owner with respect.

Following the initial interview/inspection with the property owner, the easement valuation process will be completed, and the written offer of fair market value or just compensation will be delivered to the owner and/or an authorized representative of the owner at the initiation of negotiations. **ORC prides itself in making initial offers in person to the property owner, as explaining the process in detail to the property owner is essential to gaining the property owner's confidence and trust.** To this end, we will attempt to make offers in person when feasible and desirable by the property owner.

Negotiation Initiation: The initiation of negotiations is a crucial point of the acquisition process. ORC's acquisition agents apply their thorough understanding of all acquisition areas to ensure that property owners' questions about their property's value and acquisition are accurately addressed. Our negotiation agents are trained in appraisal as well as reading/interpreting plans and are therefore adept



at explaining the project clearly and concisely. **Providing a clear understanding of the project will allow impacted owners to make an intelligent decision to participate, as well as expedite settlements and promote confidence in the right-of-way project.**

Our agents understand that the acquisition of an owner's property can be an emotionally charged issue and will be sensitive to the concerns of the property owners. **The acquisition agent works to create a win-win situation in reaching a settlement with the property owner.** They are trained to show empathy for impacted owners and will go to great lengths to interact with each owner professionally and with courtesy. Our negotiators will make every effort to obtain a voluntary settlement acceptable to all parties. In cases where we feel a compromise is beneficial and can be supported by market data, our agents will prepare a justification for an administrative settlement, which will be reviewed by our Project Manager and submitted to the Township for approval.

Innovative Ideas and Commitment to Quality, Schedule, and Budget: ORC consistently strives to improve how we deliver project data to our clients and to ensure that we are capturing and applying feedback that helps us as a firm to optimally streamline our project role for our clients. ORC offers the City the following innovative systems that yield greater efficiency, improved quality, reduced project delivery time, and 24/7 viewing access to real-time project status:

- **ORC "Parcel Suite"** – A web-based GIS database that tracks project status and is designed specifically for turnkey acquisition project management.
- **Metrics Connector** (ORC's own website) – A secure, dedicated project tracking tool that allows the Township to review the latest project status.
- **QA/QC Procedures** – ORC's formal QA/QC system will be tailored specifically for the Delta Twp projects. Our QA/QC system is a secure tool for managing all aspects of the QA/QC process and is supported by six dedicated quality control coordinators.
- **Abbreviated Title Reports** – We will complete abbreviated title reports when applicable to reduce the costs of title reports to the Township. Given the simplistic temporary takings, we believe this approach will reduce costs with minimal risk to the Township.
- **Value Analysis Reports** – MDOT is processing a FHWA-recommended policy change that will eliminate the requirement that a third-party review. ORC can review this process further with the Township, if selected. ORC expects value analysis reports to be completed on most of the parcels, which significantly reduces the cost to the agency for an appraisal reviewer as well as time.

Qualifications for the Project

Overall, ORC brings the following project advantages to the Delta Twp:

- Local office with the capacity and experience of in-house staff to successfully execute a project
- Familiarity with the local area and other local public agencies in this region
- An experienced and proven Project Manager to lead this effort
- Historical success in cost and time savings for local public agencies
- ORC's deep experience in working with condensed project timelines: we have never missed a clear date or jeopardized federal/state funding for a local public agency

Quality & Technological Resources

ORC's QA/QC Program: We have instituted the most advanced QA/QC program in the industry. Like the technological resources we offer our clients, we have invested significantly in this program and support it with a catalogue of high-level technologies, specially designed systems, and a dedicated and professional staff. However, its value to our clients is defined simply: **PROMISE.**

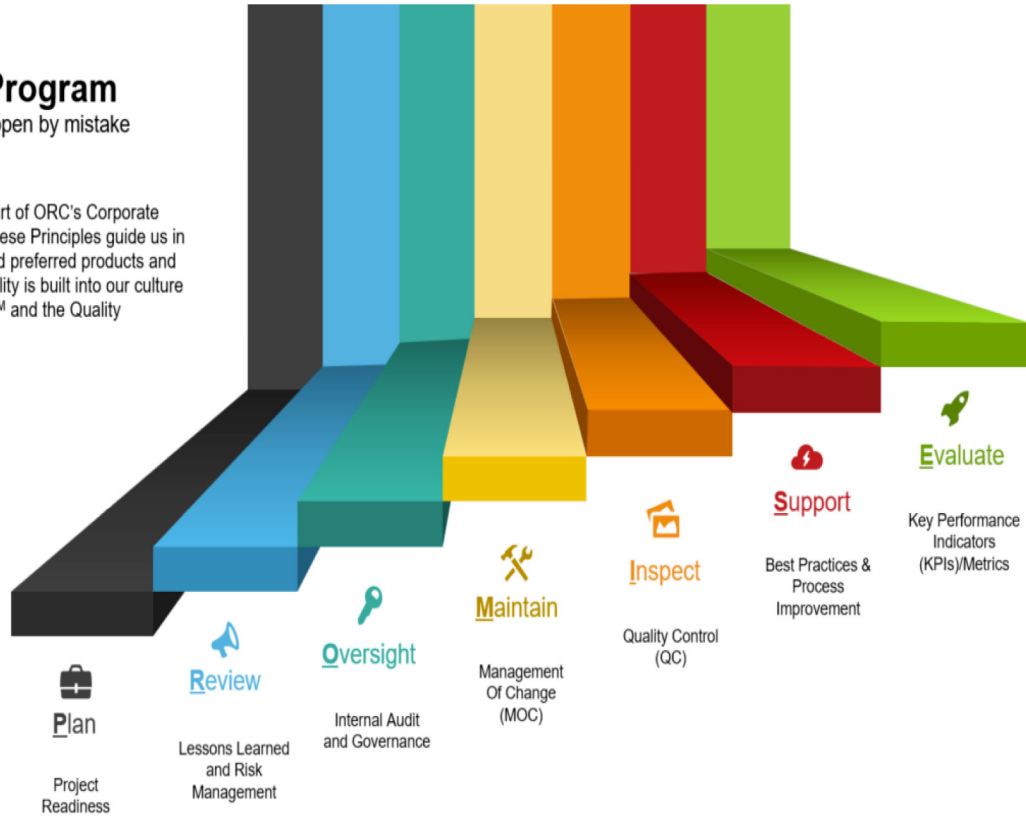


ORC QA/QC

PROMISE Program

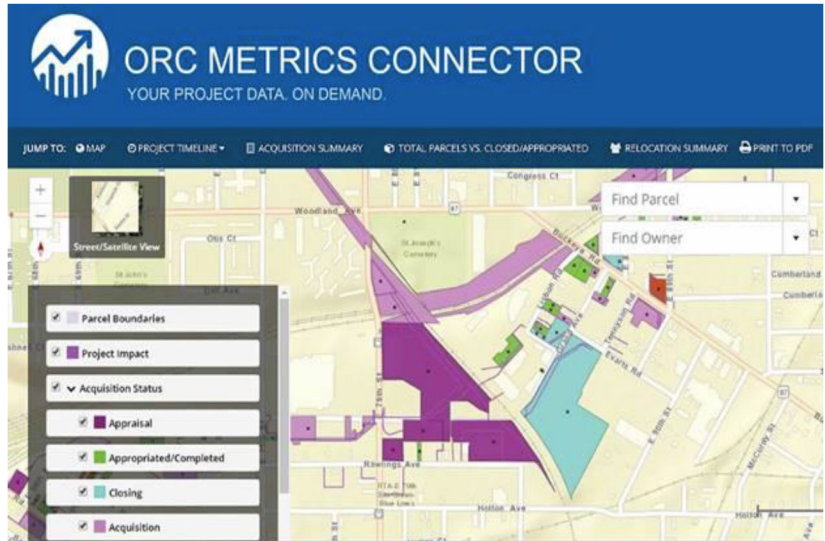
Quality does not happen by mistake

Quality is an integral part of ORC's Corporate Business Principles. These Principles guide us in delivering compliant and preferred products and services. At ORC, Quality is built into our culture through the ORC Way™ and the Quality PROMISE Program.



ORC's Quality Policy Essential Elements include:

- Complying with relevant laws and regulations as well as internal requirements
- Fostering a quality mind-set to develop trusted, client-preferred, defect-free products and services
- Continuously challenging ourselves to improve the quality management system and in turn guarantee our focus on quality
- Demonstrating continuous improvement through sharing lessons learned to prevent quality incidents and eliminate defects
- Ensuring that our process identifies, assesses, quantifies, and mitigates our operational risk

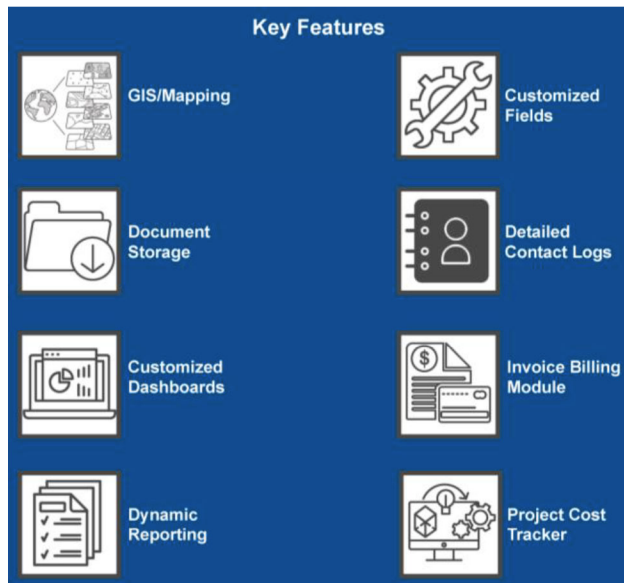


Metrics Figure 1 - GIS mapping = project impact and individual parcel status

ORC's Technological Resources and Project Management Tools: ORC has invested heavily in developing advanced technological resources that we make available not just to our internal staff, but also to our clients – **with no additional project costs or budgetary impact.**

Our **Metrics Connector** platform is fully scalable and provides web-based access to our clients and project teams. The Township will be able to log into our proprietary, cloud-based Metrics Connector dashboard to view individual project progress. The Metrics Connector can be customized to provide

complete reporting transparency by showing critical components completed against assigned schedules and deliverable deadlines. Combined with the GIS component, the Township will be able to view graphically charted performance tables along with aerial overlaid and color-coded depictions of every parcel status: Assigned, In-Process, or Completed (Metrics Figure 1).



ORC Parcel Suite is a comprehensive ROW database solution designed specifically to manage acquisition projects and will be made available on this project for **real-time** parcel tracking and reporting to the Delta Twp. The City will be able to access pertinent documents and information for every parcel, including titles and appraisals. Real-time updates offer peace of mind that the project is progressing at an appropriate pace.

ORC Parcel Suite's GIS/Mapping features produce aerial project overlays to enhance negotiations and foster trust with affected property owners, with these overlays providing immediate electronic access in the field via tablet or phone.

Capacity

As suggested, ORC can perform all required services according to any proposed schedule and budget. Our demonstrable capacity enables our prompt staffing for any assignment, streamlined assimilation to any project conditions, and successful project execution within a tight schedule.

Robust staffing will allow ORC to meet all project demands. If the project scope changes or unexpected and critical challenges arise, our Project Manager will draw additional personnel from our nationwide staff, including our Ohio and Indiana project offices, to ensure assignment full staffing. ORC proposes the following staff for MDOT projects:

- **Tracy Jones**, Principal, will serve in an advisory role to our proposed Project Manager. She will also offer support and project supplementary staff.
- **Jill Buterbaugh** will act as ORC's Project Manager. She brings a wide range of experience with managing projects, providing acquisition services, and cost estimating, and will assist with and manage all facets of the easement acquisition process.
- **Wendy Sutton** will act as ORC's Lead Right-of-Way Agent. She brings deep experience in project coordination and communication at federal, state, county, and municipal government levels. Ms. Sutton will conduct acquisition, negotiations, and property management services and support our other field agents.
- **Earl Newton**, ROW Agent, brings significant experience in project coordination and communication at federal, state, county, and municipal government levels. Mr. Newton will conduct acquisition, negotiations, and property management services, also serving as a field agent.
- **Jim Jones**, QA/QC agent, will reviewing documents and other deliverables for quality control.

Additionally, upon receiving project assignments, an extensive scope review will be completed, and project teams will be created to handle specific project needs. We currently draw from a diverse catalogue of subconsultants who are appropriately licensed in Michigan for the needed services.



MS. WENDY SUTTON has 24 years' experience in the right of way industry. As a previous VP of Business Development and Real Estate for the Wayne County Airport Authority, Ms. Sutton has established an impressive range of accomplishments in the state of Michigan. Over the course of her career, Ms. Sutton has seen the successful negotiation of a long-term ground lease with a major airline tenant for the construction of a \$32 million aircraft maintenance hangar and the creation of more than 100 new jobs. She has readied more than 20 aeronautical and non-aeronautical sites for development or disposal which included all facets of site planning. She facilitated the sale of multiple parcels of surplus airport property, including large scale land exchanges with public agency partners, valued at more than \$8.3 million. She successfully awarded retail and food/beverage concession contracts for two airport terminals and implemented extensive new air service and routes including, but not limited to, the addition of a brand-new international air carrier at DTW.

Professional Affiliations

- International Right of Way Association (IRWA) (2006 – Present)
- American Society Highway Engineers (ASHE)
- American Council of Engineering Companies (ACEC)
- Women in Transportation (WTS)
- American Association of Airport Executives (AAAE) – Accredited Certified Member
- Michigan Association of Airport Executives (MAAE)

Licenses

- State of Michigan Real Estate Salesperson License 1996 - Present
-

Experience

Airports

- Noise Mitigation Program, Detroit Metro Airport
- Runway 4/22 Acquisition, Detroit Metro Airport
- Runway Safety Area, Willow Run Airport
- Multi Modal Facility- Flint Bishop Int'l Airport
- Land Acquisition Program, Detroit City Airport
- Land/Easement Acquisition, Capital Region International Airport, Lansing, MI
- Land/Easement Acquisition, Lenawee County Airport
- Project Plan, Flint Bishop Int'l Airport

Local Public Agency

- Project Plan & Cost Estimate, City of Inkster, MI
- Project Plan & Cost Estimate, City of Dearborn, MI
- Project Plan, City of River Rouge, MI
- Project Plan, City of Rochester Hills, MI
- City of Romulus – Ecorse/Wayne Intersection Reconfiguration

Department of Transportation

- Land/Easement Acquisition, M6 South Beltline, Grand Rapids, MI MDOT
- MDOT – I-94 Modernization Project – Advanced Bridges ROW Acquisition/Relocation Services (40 parcels)



Professional Affiliations

- International Right of Way Association (IRWA) (2006 – Present)
- American Society Highway Engineers (ASHE)
- American Council of Engineering Companies (ACEC)
- Women in Transportation (WTS)

Licenses

- State of Michigan Real Estate Salesperson License 2001- Present

Education

Eastern Michigan University
1996 -1999 (Ypsilanti, MI)

Training

- Real Estate Negotiation Expert Certification Course 2017
- Seller Representative Specialist Designation Course 2017
- FEMA and Flood Zones Training 2017

MS. JILL BUTERBAUGH joined ORC in August 2019 and brings 20+ years of experience in real estate and right-of-way acquisition services, with special focus on property/program/community management. Before joining ORC, Ms. Buterbaugh held multiple real estate-oriented positions, including Assistant Program Manager with JR Group, LLC, where she acquired homes / avigation easements for the Detroit Metro Airport Noise Program, as well as, the Detroit City Airport French Road Mini-Take project, both under the provision of the Uniform Relocation Act of 1970. Since joining ORC, Ms. Buterbaugh has deepened her ROW experience as outlined by the projects listed below.

Experience

Department of Transportation

- MDOT – I-94 Modernization Project – Advanced Bridges ROW Acquisition/Relocation Services

Local Public Agency

- Southern Lakes Parks & Recreation District- Silver Lake Rd. Trail Connector
- City of Romulus – Ecorse/Wayne Intersection Reconfiguration
- City of Ann Arbor- Easement Acquisition Services
- City Farmington Hills- On-Call Easement Acquisition
- City of Inkster, MI - Project Plan & Cost Estimate
- City of Dearborn, MI - Project Plan & Cost Estimate

Airport

- Detroit City Airport (2021)– Land Acquisition & Relocation – French Road Mini-Take Project- Beginning final phase of land acquisition of 76 parcels surrounding Detroit City Airport
- Oakland County Southwest Airport- Providing support with EA and easement acquisition services on approximately 25 parcels surrounding the airport
- Adrian Airport- Provided Independent Fee Estimate on upcoming Easement Acquisition Project

Utility

- Oakland County – Water Resource Commission – Multi-county, multi-city ROW services related to county drains, lake level control structure and other water resource needs
- MI-ITC – Wood Pole Replacement Project – Easement rights review and assessment. Property owner coordination and damage claim processing for ITC's wood pole replacement program across the state of Michigan

Previous Experience

- Detroit City Airport (2003)– Land Acquisition & Relocation – French Road Mini-Take Project (Compiled parcel data for upcoming project)
- Detroit Metro Airport – Land Acquisition & Relocation Program and Residential Sound Insulation Program (300 parcels acquired, as well as 2,500 avigation easements for sound mitigation)



Delta Township
Project Name: St. Joseph Pathway
6/1/2021

Scope: To acquire 33 easements which includes public meetings, title research, obtaining land value by Broker's Price Opinion, negotiations with property owners, and project management. This scope and fee does not include relocation or condemnation support. If condemnation is required, additional fees for updated title and appraisal services will be included in a modified scope.

Schedule: Acquisition will begin on or about _07/1/21_ thru _6/30/22_.

Position	Hourly Rate
Principal	\$250.00
PM	\$150.00
Agent	\$115.00
QA/QC	\$95.00

Task 100	Project Management, Status Meetings (Conference calls/max 1 per week), & Certification of Project	Hours Per Parcel	# of Parcels	Hours	Cost Per Hour	Totals
	Principal	0.5	33	16.5	\$250.00	\$4,125.00
	Project Manager	4	33	132	\$150.00	\$19,800.00
	Agent	1	33	33	\$115.00	\$3,795.00
	TOTAL HOURS PER PARCEL	5.5	Total Project Mgmt. Hours	181.5		\$27,720.00

Task 110	Title Research Report & Commitment	#	Cost Per	Totals
	Transnation Closing Residential	17	\$350.00	\$5,950.00
	Transnation Closing Commercial	14	\$500.00	\$7,000.00
	Transnation Closing Shopping Center	2	\$1,250.00	\$2,500.00
				\$15,450.00

Task 130	Acquisition/Negotiations/Closing packages	Hours Per Parcel	# of Parcels Acquired	Hours	Cost Per Hour	Totals
	Prepare offer package with review drawings, legals, titles, and valuations in prep of the offer package Agent	1	33	33	\$115.00	\$3,795.00
	Preliminary Owner Interviews Agent	1	33	33	\$115.00	\$3,795.00
	Negotiations with Property owners/Reps Agents	6	33	198	\$115.00	\$22,770.00
	Update Contact Log and status reports Agent	5	33	165	\$115.00	\$18,975.00
	Submit signed packages to closing or to client for condemnations/next steps Agent	2	33	66	\$115.00	\$7,590.00
	Quality Control Reviews QA/QC	2	33	66	\$95.00	\$6,270.00
	TOTAL HOURS PER PARCEL FOR ACQUISITION	16	Total Acq. Hours	561		\$63,195.00

Task 140	Closing	#	Cost Per	Totals
	Transnation Recording of easement document	33	\$30.00	\$990.00
				\$990.00

Reimbursable Expenses Billing on Invoice to Client		
Postage and shipping 33 parcels @ \$25.00 each lump sum Invoice #1		\$825.00
Office Supplies 33 parcels @ \$15.00 each billed lump sum Invoice #1		\$270.00
Mileage 2500 miles @ .58/mile Actual billed monthly		\$1,450.00
Copy Costs 3500 @ .10/copy lump sum Invoice #1		\$350.00
Parking/Tolls and Misc cost billed as actual with receipts		\$0.00
Total Other Direct Costs		\$2,895.00

TOTAL PROJECT COST - AUTHORIZED	\$110,250.00
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Fire Department

(517) 321-6622

To: Supervisor Kenneth R. Fletcher and the Delta Township Board

From: Gregg Ginebaugh, Fire Chief

Date: July 27, 2021

Subject: Out of Service Portable Radios

The Delta Township Fire Department has completed the transition to Eaton County's 800 MHz radio system and is now part of the Michigan Public Safety Communication System (MPSCS). This transition means that all existing vehicle and hand-held radios are no longer usable.

In an attempt to reuse the older radios here in Delta Township, we contacted Utilities and Parks to see if they could use them. During this process, we learned that Utilities and Parks use a different radio band width, and these radios are unable to be reprogrammed for their use in that band width.

In addition, Crouch Communications and Motorola do not want these radios: they have no value and the best they can do is recycle them.

We have approximately 70 of these older Motorola radios, and I am proposing that we donate these to fire departments in the Upper Peninsula. These fire departments do not have the resources to purchase new radios and rely heavily on donations from down-state departments.

The following motion is offered for your consideration:

"I move that the Delta Township Board accept the recommendation from the Fire Chief to donate approximately 70 obsolete vehicle and hand-held radios to Fire Departments in Michigan's Upper Peninsula in accordance with the Surplus Property Policy."





Manager's Office

(517) 323-8590

MEMO

DATE: August 5, 2021
TO: Supervisor Kenneth R. Fletcher and the Delta Township Board
FROM: Brian T. Reed, Township Manager
Ernie West, Township Engineer
RE: Quit Claim Deed – Land Donation

Earlier this year, staff contacted the property owners of parcel 23-040-049-501-COM-00 [formally known as: 23-040-049-501-217-00], requesting a sanitary sewer easement for the Carrier Creek Interceptor Sewer Improvements project. The property is approximately 13.7 acres in size and is located north of the Delta Center Cemetery, south of Michigan Avenue.



Some comments on the property include:

- The property was originally shown in the Gettysburg Farms No. 3 subdivision plat as 'Gettysburg Farms Park' and was reserved for the private use of the lot owners, subject to riparian rights and public interest in the Carrier Creek.
- There is no S.E.V or taxable value as the property is "common area" and not individually assessed.
- It is in the Grand Ledge School District and zoned Low Density Residential.
- The site is not able to be developed due to it being part of the Carrier Creek floodplain, containing regulated wetland areas and poor soil conditions.
- A good portion of the property is already encumbered by easements for the Carrier Creek County Drain, Carrier Creek Interceptor Sewer and other sanitary sewer easements.

The parcel owners, R&L Properties, a Michigan partnership, were not aware they still owned the property, given the intent of the plat to dedicate the property to the lot owners in Gettysburg Farms No. 3. R&L Properties ultimately indicated that rather than grant an easement, they wanted to gift the parcel to the Township. The Charter Township Act allows the Township to receive property gifts.

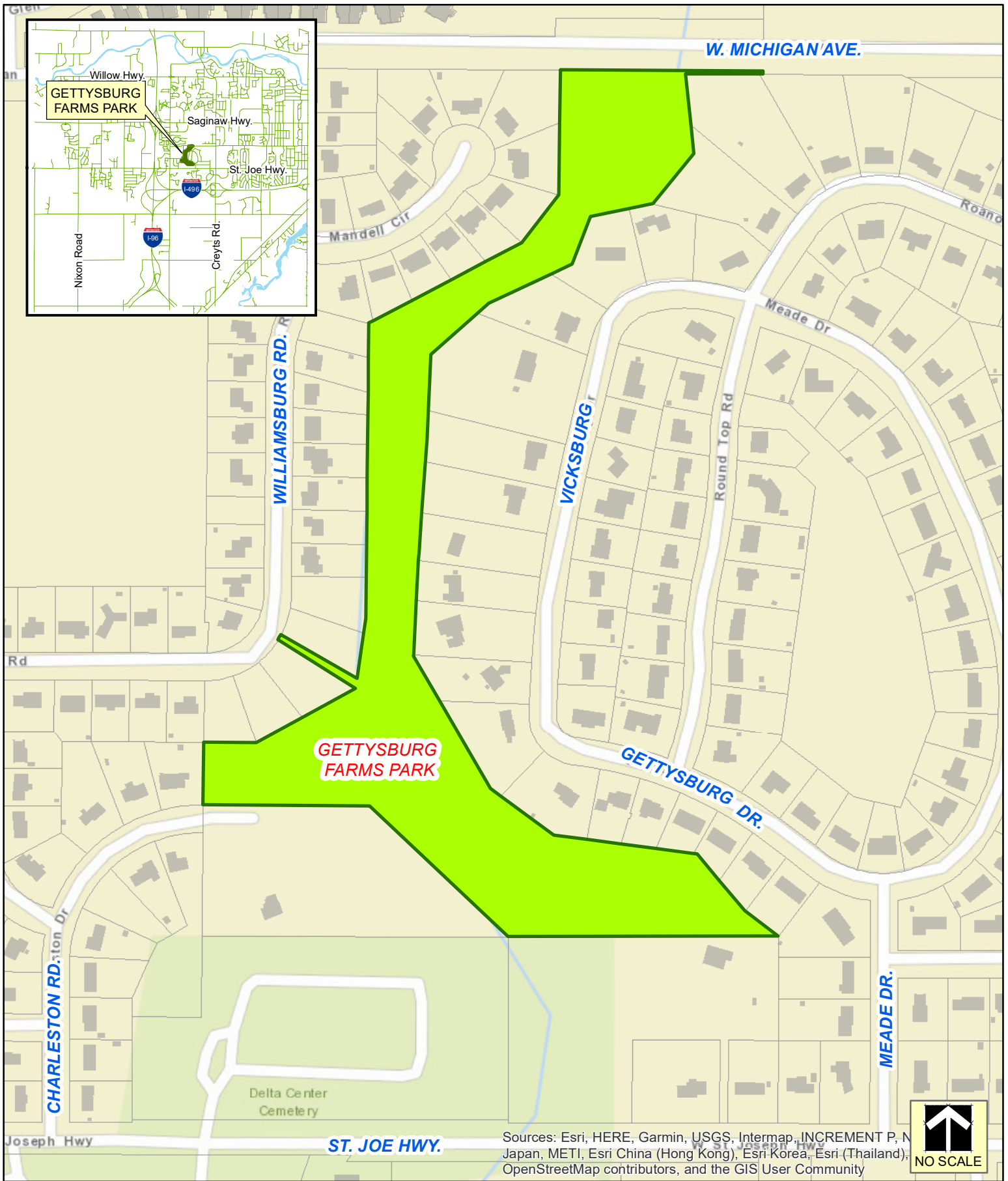
Staff have verified with the Eaton County Drain Office and Delta Township Assessing Department that there are no current or future assessments or taxes on the property. There are also very little to no maintenance costs that will be incurred by the Township. Based on the need to acquire additional sanitary sewer easement rights on the property for reconstruction of the Carrier Creek Interceptor Sewer, staff instructed Thrun to work with R&L Properties to work on a property transfer. Thrun has prepared the attached Quit Claim Deed.



In addition to the Carrier Creek Interceptor Sewer use, the property also provides the Township with additional buffer along the north side of Delta Center Cemetery. Working with Thrun, it was determined that this was the best case scenario for the Township to be able to control and to give us the space (along with the other easements currently being pursued) to complete the critical Carrier Creek sanitary project.

The following motion is offered for your consideration:

"I move that the Delta Township Board accept the Quit Claim Deed for the Gettysburg Farms Park of Gettysburg Farms No. 3 as a donation to Delta Township."



DELTA CHARTER TOWNSHIP

7710 W. SAGINAW HIGHWAY
 LANSING, MI 48917
 517.323.8555



**GETTYSBURG FARMS PARK
 LAND DONATION
 LOCATION MAP**

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, N
 Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),
 OpenStreetMap contributors, and the GIS User Community





RECEIVED

JUL 9 2021

EATON COUNTY

00-112-105-570-070

QUIT CLAIM DEED

R & L PROPERTIES, a Michigan partnership ("Grantor"), for the sum of \$1.00, hereby conveys and quit claims to the **DELTA CHARTER TOWNSHIP**, a Michigan charter township organized and operating under the Charter Township Act, MCL 42.1, *et seq.*, whose address is 7710 West Saginaw Highway, Lansing, Michigan 48917 ("Grantee") the property located in the Township of Delta, County of Eaton, State of Michigan, more particularly described as:

Gettysburg Farms Park of Gettysburg Farms No. 3, a Subdivision on a part of the South 1/2 of Section 15, Town 4 North, Range 3 West, Delta Township, Eaton County, Michigan, as recorded in Liber 10 of Plats, Page 55.

Tax Parcel No. 040-049-501-217-00 (the "Property").

Subject to all easements, encumbrances, and restrictions of record, if any.

The Grantor, to the best of its knowledge, represents that it has not caused any release of hazardous or toxic substances on the Property. The Grantee releases and shall not seek reimbursement from or hold responsible the Grantor for any past, present, or future liability or exposure with respect to any environmental remediation required on the Property.

To the extent permitted by law, the Grantee will indemnify the Grantor from any and all claims, liabilities, or causes of action resulting from Grantor's ownership of the Property.

The Grantee shall be entitled to full use and enjoyment of the Property, subject to any Gettysburg Farms No. 3 plat restrictions. In addition, the Grantor shall not substantially interfere with the riparian rights of any related plat owners.

The Grantor grants to the Grantee the right to make all permitted divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act, MCL 286.471, *et seq.*, as amended.

This transaction is exempt from transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

[SIGNATURES APPEARS ON FOLLOWING PAGES.]

L > Shura Law Firm
PO Box 25715
East Lansing MI 48826

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3

GRANTOR:

**R & L PROPERTIES,
a Michigan partnership**

Dated: 6-28-2021

By: [Signature]
Ronald A. Guggemos
Its: Partner

STATE OF Michigan)
COUNTY OF Emmet) ss:

The foregoing instrument was acknowledged before me this 28 day of June, 2021, by Ronald A. Guggemos, in his individual capacity and as a partner of R & L Properties.

Kyle Sitzema (signature)
Kyle Sitzema (printed)
Notary Public, Emmet County, Michigan
My commission expires: 3-9-2022
Acting in the County of Emmet

KYLE SITZEMA
Notary Public, State of Michigan
County of Emmet
My Commission Expires Mar. 09, 2022
Acting in the County of Emmet



Dated: 6/28/2021

By: [Signature]
Larry L. Auge
Its: Partner

STATE OF Michigan)
COUNTY OF CLINTON) ss:

The foregoing instrument was acknowledged before me this 28 day of June, 2021, by Larry L. Auge, in his individual capacity and as a partner of R & L Properties.

[Signature] (signature)
LORETTA M SPINRAD (printed)
Notary Public, CLINTON County, MICHIGAN
My commission expires: 05-10-2024
Acting in the County of CLINTON

When Recorded Return To:	Send Subsequent Tax Bills To:	Prepared By (Without Opinion) of Title:
Grantee	Grantee	Philip G. Clark, Esq. Thrun Law Firm, P.C. P.O. Box 2575 East Lansing, MI 48826-2575

Supervisor Kenneth R. Fletcher
Clerk Mary R. Clark
Treasurer Dennis R. Fedewa
Manager Brian T. Reed



Trustee Elizabeth S. Bowen
Trustee Fonda J. Brewer
Trustee Andrea M. Cascarilla
Trustee Karen J. Mojica

Engineering Department

(517) 323-8540

TO: Supervisor Kenneth R. Fletcher and the Delta Township Board

**FROM: Brian Reed, Township Manager
Alannah Doak, Assistant Township Manager
Courtney Nicholls, Finance Director
Ernest A. West, P.E., Township Engineer**

DATE: June 28, 2021

**SUBJECT: Delta Township Sheriff Substation Project
Design-Builder Selection**

Background

Since 1970, Delta Township has contracted with Eaton County to provide dedicated police services to the Township, which consist of: one (1) Lieutenant, four (4) Sergeants, four (4) Detectives, one (1) Weighmaster, two (2) Clerks and 21 deputies. The Township is contractually required to provide a substation facility that provides functional and adequate space for police efforts, including workspace, locker rooms, restrooms, interview and interrogation rooms, evidence storage, information technology, security and vehicle storage.

The current Delta Township Sheriff Substation, located at 7708 Administration Drive, was originally constructed in 1982 with an addition to the building completed in 1991. A small interior renovation project occurred in 2013. The building is approximately 7,000 sq. ft. in size, all on one floor. Space from the adjacent Park's storage building is also used for storage due to a lack of space in the main building.

The Facilities Study, completed in April 2020, identified many significant condition and function issues with the existing building. In general, the study found that the building is generally inadequate for the uses of the building, with the mechanical, plumbing, electrical and technology systems being in poor condition and significant roof and site drainage issues that have caused and continue to cause deterioration of building envelope and structural systems. It was recommended that the building be considered for complete replacement in lieu of renovation.

The facility has long been a maintenance issue and the Township previously considered replacing the building, completing a schematic design for a new 21,000 square foot building in 2008. The economic recession that occurred shortly after led to the project being shelved for lack of funding. In 2021, substation operations have evolved, organizational leadership has changed, and a fresh look at the size, space requirements and location of the new building is warranted to determine how to best move forward with a replacement facility.

Chronology

May 2019: Board conducts strategic planning meeting to discuss Township facilities and tours select facilities; decides to conduct a Phase 1 Assessment of several buildings.



June 2019: Board Awards Contract to C2AE/Christman (Consultants) to conduct facilities assessment of eight (8) Township facilities.

April 2020: Facilities assessment is completed.

May 2020 – October 2020: COVID impacts delay presentation of findings to Board.

October 19, 2020: Staff present Phase 1 Baseline Facilities Assessment findings to the Board. Staff are directed to return with further guidance on next steps at a future meeting.

November 2020 – March 2021: A committee of Township staff develop recommendations for an action plan to address the findings of the Facilities Assessment.

March 8, 2021: Staff present a recommended action plan to address the findings of the Facilities Assessment to the Board. Consensus of the Board was to prioritize replacement of the Sheriff Substation and to move forward with a selection process for a Design-Build team.

April 6, 2021: Staff issue a Request for Qualifications (RFQ), which is publicly advertised through the Michigan Inter-governmental Trade Network (MITN) BidNet Direct website, several construction plan rooms and the Township website/social media platforms. Over fifty (50) firms were provided with the RFQ.

May 3, 2021: Staff received written Statements of Qualifications (SOQs) from nine (9) firms. SOQs were received from the following Design-Build Teams:

- Laux/Bergmann
- Wieland/Mayotte Group
- Clark Construction Company/Byce
- Three Rivers/Sidock Group
- Grainger/DLZ
- Christman/C2AE
- Partners in Architecture
- Fishbeck
- Wolverine/Paradigm Design

May 2021: A committee of eight (8) staff evaluate the nine (9) SOQs. The committee met and discussed the merits of each firm that submitted proposals. The committee was unanimous in selecting the following four (4) teams for interviews:

- Christman/C2AE
- Clark Construction/Byce
- Wieland/Mayotte
- Laux Construction/Bergmann

June 2, 3 and 4^h, 2021: Committee conducted interviews with the shortlisted teams. Teams made presentations to the committee and answered question related to their project approach, qualifications, experience and assigned staff.

June 7, 2021: Committee reached unanimous agreement to make a recommendation for the selection of Christman/C2AE (Lansing, Michigan), pending the successful negotiation of an agreeable project scope, schedule and fee proposal for the project.

June 16, 2021: Committee members West, Reed, Doak, and Nicholls met with Christman/C2AE to review and discuss a draft project scope, schedule and fee proposal for the project.

Week of August 2, 2021: Christman provided a final project agreement proposal incorporating earlier staff comments. Staff prepare recommendation for award of project to the Township Board at the August 16, 2021 Township Board Meeting.

Project Agreement Structure, Phasing and Funding

The agreement with Christman, which is presented for Board consideration (attached), is intended to apply to all design and construction services provided by Christman for the life of the project. C2AE is proposed to be the design consultant to Christman. The agreement is based upon an American Institute of Architects (AIA) Design-Builder standard form of agreement that contains modifications based upon review by the Township attorney (Thrun) and negotiations with Christman.

Because the proposed building size, location, cost and funding source are all unknown at this time, the agreement is structured into two (2) phases. Phase 1 is a detailed study that will confirm the building size, identify the recommended building site and identify the cost to build the building. Phase 1 will be completed such that the Township can then identify and finalize the funding for the project. Phase 2 would not begin unless appropriate funding were secured by the Township. Once adequate funding were successfully obtained, the project agreement would be modified to add cost and schedule specifics for Phase 2, which would include all services and costs necessary to deliver the completed building.

At this time, Staff would anticipate using General Fund Reserves or Capital Projects Funds to fund Phase 1 of the project, pending the direction of the Board. The final funding source for Phase 2 of the project will be determined by consultation with the Township Board as the project moves forward.

Detailed Scope, Schedule and Fee for Phase 1

Refer to the attached proposal from Christman.

Staff Recommendation

Staff were impressed with the overall quality and level of experience of the firms that submitted qualification packages. The selection process was difficult, with many firms having good relevant project experience and qualifications. The four firms selected for interviews all had a strong local presence, showed good understanding and approach to the project and familiarity with the Township.

The interviews provided additional opportunity for Staff to evaluate the team that would be assigned to the project, how they might work with Township staff and value added that certain teams might provide. **Staff ultimately were unanimous in deciding that Christman should be the recommended Design-Builder to complete this important project for Delta Township.**

The recommendation for Christman is based upon the following considerations:

- Understanding of the project, including non-technical considerations such as potential building locations and project funding
- Approach to building site selection process
- Familiarity with and locality to the Township
- Synergy between design team and building team and history of successful teaming
- Experience providing assistance with project funding efforts

Staff recommend awarding a contract to Christman for the purposes of providing Design-Build services for Phase 1 of the Delta Township Sheriff Substation Project at a cost not to exceed \$100,850.00.

The following motion is offered for your consideration:

"I move that the Delta Township Board contract with Christman for the purpose of providing Design-Build services for Phase 1 of the Delta Township Sheriff Substation project at a cost not to exceed \$100,850.00. Further, the Township Manager is hereby authorized to sign and execute an agreement for said services on behalf of Delta Township."

Staff will attend the August 16, 2021 Board meeting to answer any questions or address any concerns from the Board. If there any questions in the interim, please let us know. Thank you.



AIA[®] Document A141™ – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the _____ day of June in the year Two Thousand Twenty One
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Delta Charter Township
7710 West Saginaw Highway
Lansing, Michigan 48917

and the Design-Builder:
(Name, legal status, address and other information)

The Christman Company
208 North Capitol Avenue
Lansing, Michigan 48933
Telephone: (517) 482-1488

for the following Project:
(Name, location and detailed description)

The Owner's 2021 Sheriff Substation Rebuild Project as described in the Owner's Request for Statement of Qualifications dated April 6, 2021, and Owner approved portions of the Design Builder's Qualifications dated May 3, 2021, in accordance with the Owner's fixed budget, the approved plans and specifications, and as otherwise approved by the Owner.

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

The Owner and Design-Builder agree as follows.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	COMPENSATION AND PROGRESS PAYMENTS
3	GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
4	WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
5	WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
6	CHANGES IN THE WORK
7	OWNER'S RESPONSIBILITIES
8	TIME
9	PAYMENT APPLICATIONS AND PROJECT COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	UNCOVERING AND CORRECTION OF WORK
12	COPYRIGHTS AND LICENSES
13	TERMINATION OR SUSPENSION
14	CLAIMS AND DISPUTE RESOLUTION
15	MISCELLANEOUS PROVISIONS
16	SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

A	DESIGN-BUILD AMENDMENT
B	INSURANCE AND BONDS
C	SUSTAINABLE PROJECTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

See Exhibit A, Owner's Request for Statement of Qualifications dated April 6, 2021, and Owner approved portions of the Design Builder's Qualifications dated May 3, 2021.

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

See Exhibits A and C.

Init.

/

§ 1.1.2 The Owner's design requirements for the Project and related documentation:
(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

See Exhibits A and C.

§ 1.1.3 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

See Exhibits A and C.

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:
(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, ~~Exhibit C~~, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

To be determined

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:
(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

To be determined

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:
(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

To be determined. See Exhibit C.

§ 1.1.7 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

Phase I Study Completed – February 8, 2022

.2 Submission of Design-Builder Proposal:

To be determined

.3 Phased completion dates:

To be determined

.4 ~~Substantial Completion date:~~

.5 ~~Other milestone dates:~~

§ 1.1.8 The Owner requires the Design-Builder to retain ~~the following Architect, Consultants and Contractors at the Design-Builder's cost:~~ Architects, Engineers, Consultants, and Contractors, all of whom shall be appropriately qualified and licensed, as necessary for the Design-Builder to complete the Project, including.
(List name, legal status, address and other information.)

.1 Architect

Capital Consultants Architecture & Engineering
106 West Allegan Street, Suite 500
Lansing, Michigan 48933
Telephone: (517) 371-1200

.2 Consultants

To be determined

.3 Contractors

To be determined

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:
(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

None

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the ~~conflict~~ conflict in writing.

§ 1.1.11 If there is a substantial change in the Owner's Criteria, Criteria which the parties mutually agree to, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they ~~shall endeavor to~~ may establish necessary protocols governing such transmissions. ~~Unless otherwise agreed, the parties will use AIA Document E203™ 2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.~~

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:
(List name, address and other information.)

Ernie West
Township Engineer
7710 West Saginaw Highway
Lansing, Michigan 48917

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
(List name, address and other information.)

As applicable, the Owner's Board of Trustees, the State of Michigan, and any others required by law.

Init.

§ 1.2.3 ~~The Owner will retain the following consultants and separate contractors:~~ Design-Builder will retain any necessary consultants or separate contractors to complete the Project, including:
(List discipline, scope of work, and, if known, identify by name and address.)

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

§ 1.2.5 ~~Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party. The Design-Builder shall not change its representative without the prior written consent of the Owner unless the Design-Builder's representative is unavailable due to death, illness, injury, retirement, or termination. In the event the Design-Builder's representative is unavailable for the aforementioned reasons, the Design-Builder shall propose an alternative representative, subject to the Owner's ability to reject the proposed representative.~~

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 14.4
- Litigation in a court of competent jurisdiction
- Other: (Specify)

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); ~~other documents listed in this Agreement; specifically incorporated by reference into this Agreement; the Owner's Criteria, including changes to the Owner's Criteria proposed by the Design-Builder, if any, that are accepted by the Owner; Owner-accepted portions of the Bid; the Construction Documents prepared by the Design-Builder; and Modifications issued after execution of this Agreement.~~ A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive. The parties expressly acknowledge and agree that the Scope of Work and Specifications will be reviewed and refined periodically and as necessary throughout the Project to add specificity thereto and as necessary to satisfy plan review requirements of the State of Michigan or other applicable governmental authorities. Any such additions, clarifications, and refinements must be approved by the parties in writing but are not necessarily Modifications.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the ~~Design-Builder.~~ Design-Builder and all work incidental or reasonably inferable that is necessary to produce the results intended by the Design-Build Documents. The Work may constitute the whole or a part of the Project. Notwithstanding the foregoing,

Init.

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User Notes:

(875982661)

the Design-Builder will perform the design services, other services agreed upon by the Owner and Design-Builder, and services identified as pre-election services in the Owner's Request for Statement of Qualifications or the Design Builder's Statement of Qualifications. Any other work (e.g., the construction work) is contingent upon the Owner securing adequate funds through a successful millage election or by other revenue enhancements by the Township.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture or professional engineering, as the case may be, in the applicable jurisdiction. The term "Architect," whether singular or plural, includes all persons or entities providing design services for the Design-Builder, including, without limitation, professional architects, professional engineers, or other design consultants. The Architect is referred to throughout the Design-Build Documents as if singular in number. The Design-Builder is solely responsible to the Owner for the actions, inactions and services of the Architect for this Project.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the ~~Design-Builder.~~ Design-Builder (or who is the Design-Builder). The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor. The Design-Builder is solely responsible to the Owner for the actions, inactions, and services of the Contractor for this Project. It is anticipated that the Design-Builder may use subcontractors to perform the construction work related to this Project. It will ensure that the requirements within this Agreement extend to those subcontractor agreements.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as ~~"confidential."~~ "confidential".

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build ~~Amendment for Substantial Documents for~~ Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

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~~§ 1.4.15 Contract Sum.~~ The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment, satisfactory performance of the Work. The Contract Sum is identified in Section 2.1.1.

~~ARTICLE 2 – COMPENSATION AND PROGRESS PAYMENTS~~

~~§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment~~

~~ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS~~

~~§ 2.1 Compensation for Work Performed~~

~~§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the agreed or disputed in good faith by the Owner, payments for Work actually and satisfactorily performed shall be made monthly. The Owner shall compensate the Design-Builder as follows:~~

~~(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.) compensation, state the amount of the limit.)~~

~~Compensation to the Design-Builder for the completion of all pre-election Work shall be paid on a time and materials basis, based on actual, reasonable, and documented costs, not to exceed the applicable amount(s) identified in Exhibit C.~~

~~Compensation to the Design-Builder for all post-election Work shall be a lump sum amount to be determined by the Owner and Design-Builder in writing, taking into consideration Exhibit C.~~

~~§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.~~

~~(If applicable, attach an exhibit of hourly billing rates or insert them below.)~~

~~Design-Builder shall be responsible for all payments to the Design-Builder's Architect, Consultants, and Contractors. In no event shall the Design-Builder charge the Owner for costs or fees incurred by, or payable to, the Design-Builder's Architect, Consultants, and/or Contractors unless such cost or fee is identified and included in the Contract Sum.~~

Individual or Position	Rate
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~~§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment~~

~~§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:~~

- ~~.1 Transportation and authorized out of town travel and subsistence;~~
- ~~.2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- ~~.3 Fees paid for securing approval of authorities having jurisdiction over the Project;~~
- ~~.4 Printing, reproductions, plots, standard form documents;~~
- ~~.5 Postage, handling and delivery;~~
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- ~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;~~
- ~~.8 All taxes levied on professional services and on reimbursable expenses; and~~
- ~~.9 Other Project-related expenditures, if authorized in advance by the Owner.~~

~~§ 2.1.3 § 2.1.3.1~~

~~§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of _____ percent (____%) of the expenses incurred.~~

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~~§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment~~

§ 2.1.4 Payments to the Design-Builder

~~§ 2.1.4.1 Payments are due and payable upon presentation~~ Undisputed payments for satisfactorily-performed services are due and payable within thirty (30) days of the Owner's receipt of the Design-Builder's invoice. Amounts unpaid thirty (30) days after the invoice due date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.
(Insert rate of monthly or annual interest agreed upon.)

~~%—Five Percent (5%)~~

§ 2.1.4.2 Payments to the Design-Builder by the Owner shall be made in proportion to the Work actually performed. Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first. six years following termination of this Agreement.

~~§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment~~

~~For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.~~

~~ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT~~

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with ~~any~~ all applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, ~~and or~~ lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder ~~shall~~ may execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of all of the Design-Builder's agents and contractors or subcontractors, including, but not limited to, the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 General Consultation. The Design-Builder shall schedule and conduct periodic ~~meetings~~ meetings, at least monthly, with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services

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of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder. However, nothing herein shall be deemed to reduce or eliminate Design-Builder's responsibility to the Owner for the proper performance of services pursuant to this Agreement or otherwise, including the performance of its architect and other consultants.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project. The Design-Builder shall have the primary responsibility to complete the required documents and ensure that they are properly filed on behalf of the Owner

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for ~~information to be provided by the Owner;~~ information;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work ~~to date including and all other elements to complete the Project to date.~~ including, but not limited to, the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and ~~Design-Builder.~~ Design-Builder;
- .13 Any revisions to the Design-Build Documents that the Design-Builder believes are necessary; and
- .14 Any Work that does not conform to the requirements of the Design-Build Documents or the Owner's Criteria.

§ 3.1.8.2 ~~In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the~~ The Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build ~~Documents,~~ Documents or the Owner's Criteria, shall be revised at appropriate intervals as required by the conditions of the Work and Project, but not less than bi-weekly, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and ~~shall may~~ include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. In no event shall the Design-Builder's schedule be re-extended due to action or inaction of the Design-Builder, except with the prior written approval of the Owner, in the Owner's sole discretion.

§ 3.1.9.2 The Design-Builder shall perform the Work in ~~general~~ accordance with the most recent schedules submitted to the Owner. Prior to implementation of the Work, the Design-Builder must develop and provide the Owner with an installation/implementation schedule for the site. The Owner shall review and approve the proposed schedule for implementation at the site, which approval shall not be unreasonably withheld.

§ 3.1.10 Certifications. ~~Upon the Owner's written request, the~~ The Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services

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provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Owner's Criteria and Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall ~~not unreasonably be delayed or withheld. be in its sole discretion.~~ The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any ~~increase in Contract Sum or extension of Contract Time~~ based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it 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 Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has ~~approved the respective Submittal.~~ reviewed the respective Submittal. The Owner will review in a timely manner, acknowledging that it is not a construction professional and that it is a public body subject to the Open Meetings Act and other laws and procedures that may impact timeliness. Because the Owner is not a construction or mechanical equipment professional, it is again acknowledged that the Owner is relying on the Design-Builder to both design and construct the Project. Accordingly, any review or approval by the Owner of the Design-Builder's Submittals shall be for the sole purpose of keeping the Owner informed about the Project as it progresses. The Design-Builder is solely responsible for the content of Submittals and acknowledges that such Submittals must be consistent with the Design-Build Documents and the Owner's Criteria.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the ~~Design-Build Documents. Documents and the Owner's Criteria.~~ The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's ~~approval.~~ review of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 **Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the ~~Work or otherwise expressly permitted by the Design-Build Documents.~~ Work. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by ~~abuse, abuse by entities other than the Design-Builder and its agents, consultants, and contractors;~~ alterations to the Work not executed by the ~~Design-Builder, improper or insufficient maintenance, improper operation, Design-Builder or its agents, consultants, and contractors;~~ improper or insufficient maintenance not performed by the Design-Builder or its agents, consultants, and contractors; improper operation not by the Design-Builder or its agents, consultants, and

contractors; or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Design-Builder's warranty under this Section 3.1.12 is separate and distinct from its obligation to correct defective Work under Section 11.2.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall indemnify and hold the Owner and its separate contractors and consultants harmless from loss on account thereof, including, but not limited to, attorneys' fees, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder ~~has reason to believe~~ believes or should have believed that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to ~~attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the actual attorneys' fees, in any way relating to performance of the Work or duties or obligations of the Design-Builder under this Agreement, or the failure of the Design-Builder or the Work to conform with the Design-Build Documents, caused in whole or in part by:~~ (1) negligent acts or omissions of the Design-Builder, the Architect, a Consultant, a Contractor, Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. any of them may be liable to the fullest degree of Design-Builder's fault (or the fault of any others for whom the Design-Builder is responsible), on a comparative basis; or (2) the Design-Builder's breach of this Agreement. The Design-Builder shall further indemnify the Owner and its agents and employees from and against all amounts such parties may be required to pay in attorney fees in order to pursue enforcement of this provision against the Design-Builder or otherwise obtain indemnification from the Design-Builder provided under the terms of this section. ~~Such obligation shall not be construed to negate, abridge, or reduce any other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14, which would otherwise exist as to any party or person set forth in this section.~~ To the fullest extent permitted by law, the Design-Builder shall indemnify the Owner and save the Owner harmless against all loss by fines, penalties, or corrective measures resulting from acts or omissions of the Design-Builder or its Subcontractors, agents, employees or assigns, with respect to the violation of safety requirements of the Design-Build Documents, including reasonable attorney fees. The Design-Builder shall not be obligated to indemnify the Owner for the Owner's own negligent acts and omissions. In such event the Design-Builder shall remain responsible to indemnify and hold harmless the Owner on a comparative basis to the fullest degree of its fault.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights ~~and obligations~~ but not its obligations, other than payment obligations, under the agreement.

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§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement ~~shall be equitably adjusted for increases in cost resulting from the suspension~~ may be equitably adjusted as negotiated by the parties.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. ~~If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.~~

§ 3.1.16 **Design-Builder's Insurance and Bonds.** The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 ~~WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT~~

ARTICLE 4 PRE-ELECTION SERVICES/DESIGN PHASE

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the ~~Owner~~ Owner, consistent with the Owner's Criteria and the Proposal, on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in ~~Section 1.1.~~ Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- ~~.2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;~~
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the ~~Owner;~~ Owner; and dates of periodic design review sessions with the Owner; and
- .4 the following:
(List additional information, if any, to be included in the Design-Builder's written report.)

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not ~~be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.~~

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the ~~Owner~~ Owner, in accordance with Exhibits A and C. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 ~~Site plan;~~ plan (and the site for the Project);
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification. The Owner's approval of the Preliminary Design shall be for general design concept purposes only and shall not be an approval of technical or design details.

~~§ 4.4 Design-Builder's Proposal~~

§ 4.4 Design-Builder's Design Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Design Proposal to the Owner. The Design-Builder's Design Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's ~~Criteria, upon which the Design-Builder's Proposal is based;~~ Criteria;
- .2 ~~The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum; A professional cost estimate for the Project that the Owner can use for the purposes of calculating its proposed millage for an upcoming election.~~
- .3 ~~The proposed date the Design-Builder shall achieve Substantial Completion;~~
- .4 ~~An enumeration of any qualifications and exclusions, if applicable;~~
- ~~.5~~ .4 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- ~~.6 The date on which the Design-Builder's Proposal expires.~~ .5 Outline specifications and drawings describing the construction materials and the Project in greater detail than in the Preliminary Design and sufficient for the Owner's approval.

§ 4.4.2 Submission of the Design-Builder's Design Proposal shall constitute a representation by the Design-Builder that it ~~has~~ has: (1) reviewed the Owner's Criteria; (2) visited the site and become familiar with local conditions under which the Work is to be completed; and (3) the Owner's Criteria can be implemented, and implemented within the Owner's fixed budget, except as stated in the Design Proposal.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

~~ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT~~

~~ARTICLE 5 POST ELECTION WORK~~

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the ~~Design-Build Amendment, Design Proposal, the passage of a millage to secure adequate funds through a successful election or through other revenue enhancements by the Owner, and the Owner's written consent,~~ the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the ~~quality levels of materials and systems required~~ required and their quality levels. The Construction

Documents shall be consistent with the Design Proposal and the Design-Build Documents. Construction Documents may include drawings, specifications, and other documents and electronic data setting forth in detail the requirements for construction of the Work. The Construction Documents shall also provide information for the use of those in the building trades and include documents required for regulatory agency/governmental approvals.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents. The Construction Documents are provided to the Owner for information only, and the Owner has no duty to review the Construction Documents. Further, any such review by the Owner shall not be for the purpose of discovering errors, omissions, inconsistencies or adequacy under any applicable laws, regulations, codes, or rules.

§ 5.2 Construction

§ 5.2.1 Commencement. Except as permitted in Section 5.2.2, Unless otherwise agreed by the Owner and Design-Builder, construction shall not commence prior to execution of the Design-Build Amendment. the Owner's acceptance of the Design Proposal. It is acknowledged that the Project will be constructed in multiple phases and, consequently, each phase will have a different time frame for design, procurement, and construction. The applicable time frames for each phase shall be agreed upon by the Owner and Design-Builder in writing.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal. The Design-Builder shall supervise and direct the Work, and provide cost estimates, using the Design-Builder's best skill and attention and in compliance with MCL 339.2011. The Design-Builder 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 Design-Build Documents give other specific instructions concerning these matters. **5.2.3** The Design-Builder shall evaluate the jobsite safety and shall be fully and solely responsible for jobsite safety. If any means, methods, techniques, sequences or procedures deviate from the Design-Build Documents

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder 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 Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine if they comply with the requirements of the Design-Build Documents and that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees, agents, contractors, and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.3.4 Prevailing Wage. At the Owner's sole discretion, the Contractor may be required to pay all mechanics and laborers working on the Project prevailing wages in the amounts that would be required for a federally funded project, at the Project site, under the Davis-Bacon Act. Without limiting the breadth of the foregoing, there

may be withheld from the Design-Builder so much of accrued payments as the Owner considers necessary to pay to laborers and mechanics employed by the Design-Builder or subcontractors on the Work the difference between the rates of wages required by the Agreement to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Design-Builder or subcontractors or their agents.

5.3.5 ASBESTOS-FREE PRODUCT INSTALLATION.

1. It is hereby understood and agreed that no product and/or material containing asbestos, including chrysolite, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos and any combination of these materials that have been chemically treated and/or altered shall be installed or introduced into the Work by the Design-Builder or its employees, agents, subcontractors or other individuals or entities over whom the Design-Builder has control. If applicable, the Design-Builder shall be required to provide a signed certification statement ensuring that all products or materials installed or introduced into the Work will be asbestos-free.

2. If applicable, the Design-Builder also shall be required to furnish certified statements from the manufacturers of supplied materials used during construction verifying their products to be asbestos-free.

3. If applicable, the Design-Builder shall complete and submit to the Owner a certification evidencing asbestos-free product installation prior to issuance of the final payment, in a form acceptable to the Owner.

The Design-Builder will promptly notify the Owner if it discovers any hazardous conditions. For purposes of the foregoing sentence, the parties acknowledge that the Design-Builder is not a hazardous materials professional.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect. The Design-Builder shall pay all state and federal taxes levied on its business, income or property and shall make all contributions of social security and other wage or payroll taxes. The Design-Builder shall be solely responsible for such payments and shall indemnify and hold the Owner harmless from the same.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work. The Design-Builder, Architect, Contractors (other than Design-Builder), and other Consultants shall act in conformity with all applicable laws, ordinances, codes, rules, and regulations.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14. The requirements of Section 2 of 1998 PA 57, as amended, are hereby incorporated into this Agreement.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder

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shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features ~~may be made~~ shall be made, as needed, as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are ~~more than or less than~~ allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with ~~Contractors~~ Contractors, Architects, Consultants, or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection. The Design-Builder must comply with all applicable laws, regulations, and rules when contracting with these entities. The Design-Builder will also involve the Owner in the selection of any Contractor. It is further understood that the Owner will have the ultimate authority to select and reject any Contractor.

§ 5.7.2 ~~If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.~~

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build ~~Amendment, Documents,~~ the Design-Builder, as soon as ~~practicable after execution of the Design-Build Amendment,~~ practicable, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. ~~The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.~~ Work.

§ 5.7.3.1 ~~If Subject to Section 5.7.1, if~~ the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. ~~If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.~~ The Owner's failure to reject a person or entity proposed by the Design-Builder to

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perform Work or any other services on behalf of the Design-Builder shall not be an approval of the proposed person or entity. Further, the Owner's approval of a person or entity proposed by the Design-Builder shall in no way relieve the Design-Builder of any of its responsibilities under this Agreement or the Design-Build Documents.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of Documents, including the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder and its agents and contractors shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of ~~subrogation~~. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay ~~or additional cost~~ is involved because of such action by the Owner, the Design-Builder ~~shall~~ may make a Claim as provided in Article 14. The Design-Builder shall be responsible for coordinating the Project with the separate contractors so as to complete the Project in accordance with the applicable Project Schedule.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" or "Contractor" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

~~**§ 5.13.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.~~

§ 5.13.1.3 The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor incurs, including the costs of redesign, corrective work, and attorneys' fees, because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage that the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible, which allocation shall be made in the Owner's sole discretion. The Owner's allocation shall be conclusive.

ARTICLE 6 CHANGES IN THE WORK

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by ~~Change Order or Change Directive~~, only by Change Order, Modification, Change Directive, or written order for a minor change in the Work, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. ~~The Owner may issue a Change Directive without agreement by the Design-Builder.~~

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

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- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum ~~or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation,~~ or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum ~~or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation,~~ and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum ~~or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation,~~ the adjustment shall be based on one ~~of the following methods;~~ or more of the following methods in the Owner's discretion:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build ~~Documents or subsequently agreed upon,~~ Documents, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum ~~or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation,~~ or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum ~~or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation,~~ ~~and or~~ Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum ~~or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation,~~ ~~the Sum,~~ the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to a reasonable amount of the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;

- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum ~~or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation,~~ shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work ~~completed under the Change Directive in Applications for Payment satisfactorily and undisputedly completed.~~ The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum ~~or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation,~~ on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum ~~or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation~~ and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have ~~express~~ authority to bind the Owner with respect to all Project matters requiring the Owner's approval or ~~authorization.~~ authorization, but only to the extent expressly granted to such representative by the Owner's Board of Trustees.

§ 7.1.2 The Owner shall render decisions in a timely manner ~~and in accordance with the Design-Builder's schedule agreed to by the Owner.~~ The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein in light of its status as a public body subject to the Open Meetings Act and other similar laws.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner ~~by the Design-Build Documents upon the written request of the Design-Builder~~ with reasonable promptness.

§ 7.2.2 ~~The~~ If applicable, and upon receipt of a written request from the Design-Builder, the Owner shall provide, to the extent ~~under in~~ the Owner's ~~control~~ possession and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control. The Design-Builder shall assist and advise the Owner in procuring such tests, surveys, inspections, and reports.

§ 7.2.3 ~~The Owner shall promptly obtain easements.~~ Upon the written request of the Design-Builder, the Owner shall promptly obtain easements, special land use permits, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

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§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness ~~thereof~~ thereof, subject to the Design-Builder's experience and expertise. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work. In all events, the Design-Builder shall advise the Owner on the necessity of the services, information, surveys, and reports and will assist the Owner in procuring the same.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder. Notwithstanding the foregoing, the Owner has no duty to observe or supervise the Work, and nothing in this Section 7.2.6 reduces or eliminates the Design-Builder's obligations under this Agreement. If the Design-Builder observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Design-Builder shall give prompt written notice thereof to the Owner.

§ 7.2.7 Prior to the ~~execution~~ submission of the ~~Design-Build Amendment, Design Proposal,~~ the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make undisputed payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. ~~After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.~~

§ 7.2.8 ~~Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall~~ The Owner may communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, if applicable and upon the written request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations. The Design-Builder shall assist the Owner in securing the information stated within this section.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner ~~shall review and approve~~ may review or take other appropriate action on Submittals. Review of Submittals is ~~not conducted~~ conducted for the limited purpose of determining conformance with the design concept expressed by the Owner and not for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder ~~of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3, of any of its obligations.~~ The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, or of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the ~~Submittals required by the Design-Build Documents, Submittals,~~ the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers. However, the Owner has no affirmative duty to verify the completeness or accuracy of Submittals and its review of submittals is not conducted for the purpose of discovering errors or omissions in the Submittals. The Owner's review and approval of Submittals shall, in no event, reduce the Design-Builder's obligations.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or ~~persistently~~ fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3. This right shall be in addition and not in limitation of the Owner's rights under any other provision of this Agreement or under law.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ~~ten-day~~ 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, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order or Change Directive shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By ~~executing the Design-Build Amendment~~ submitting the Design Proposal, the Design-Builder confirms that the Contract Time is a reasonable period for obtaining all supplies, materials, tools, and equipment necessary to perform the Work and for properly performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.1.4 Without altering the applicability and obligations of Section 8.1.3, the Design-Builder shall prosecute the Work undertaken in a prompt and diligent manner whenever such Work, or any part of it, becomes available, or at such other time or times as the Owner may direct so as to promote the general progress of the entire construction. The Design-Builder shall not, by delay or otherwise, interfere with or hinder the Work of any other contractor. Any supplies, materials, tools and/or equipment that are to be furnished by the Design-Builder hereunder shall be furnished in sufficient time to enable the Design-Builder to perform and complete its Work within the time or times provided for herein. If the Design-Builder shall, through its negligence or failure, including the negligence or failure of its Contractors, Consultants, or suppliers, fail to furnish the necessary labor and/or supplies, materials, tools and/or equipment to meet construction needs in accordance with the established Schedule, then it shall increase its forces or work such overtime as may be required, at its own expense, to bring its part of the Work up to the proper schedule.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines ~~may in writing to justify delay~~, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may ~~determine~~ determine in its reasonable discretion, provided the Design-Builder submits a written request for an extension not more than fourteen (14) days after the occurrence that gives rise to the delay. Failure of the Design-Builder to submit a timely request for an extension shall irrevocably waive the Design-Builder's right to such extension of time.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

§ 8.3 Delay Damage Claims. If the Design-Builder shall fail to complete its Work on time, resulting in loss or damage to the Owner, whether or not liquidated damages are called for in the Design-Build Documents, the Owner shall be entitled to recover any damages caused by the Design-Builder's breach, subject to Section 14.1.7.

~~ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION~~

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum for the pre-election Work is stated in ~~the Design-Build Amendment, Section 2.1.1.~~

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each ~~progress~~ payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by and performed pursuant to Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the ~~Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.~~ Design-Builder.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all ~~Work, other than Instruments of Service, Work~~ covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner ~~shall, to the best of the Design-Builder's knowledge, information and belief, shall~~ be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

~~§ 9.4 Certificates for Payment~~ § 9.4 Payment

The Owner shall, ~~within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification shall make payments to the Design-Builder in accordance with Section 2.1.4 and its subparts unless the Owner determines that a lesser amount is properly due and decides to withhold all or part of a payment. If the owner decides to withhold payment, the Owner shall notify the Design-Builder in writing within 10 days of the Application of Payment of the Owner's reasons for withholding the payment in whole or in part as provided in Section 9.5.1.~~

~~§ 9.5 Decisions to Withhold Certification~~ § 9.5 Decisions to Withhold Payment

§ 9.5.1 The Owner may withhold a ~~Certificate for Payment~~ payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the ~~quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the decides to withhold payment,~~ the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly ~~issue a Certificate for Payment for pay the Design-Builder~~ the amount that the Owner deems to be due and owing. The Owner may also withhold a ~~Certificate for Payment~~ payment or, because of subsequently discovered evidence, may nullify the whole or a part of a ~~Certificate for Payment~~ payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied; including, but not limited to, design and construction, not remedied or the Design-Builder's breach of the Agreement;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents; Documents;
- .8 the Work has not proceeded to the extent set forth in the Application for Payment; or
- .9 representations of the Design-Builder are untrue.

§ 9.5.2 When the above reasons for withholding ~~certification~~ payment are removed, ~~certification~~ payment will be made for amounts previously withheld.

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§ 9.5.3 If the Owner withholds ~~certification for payment~~ under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.5.4 If the Design-Builder disputes any determination by the Owner with regard to any withheld payment, the Design-Builder shall nevertheless continue to expeditiously perform the Work and such dispute shall provide no basis for any manner of suspension of the Design-Builder's performance of the Work, except as provided in Section 9.7.

§ 9.6 Progress Payments

§ 9.6.1 ~~After the Owner has issued a Certificate for Payment, Unless a payment is disputed or withheld in accordance with Sections 9.4 and 9.5, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents, Section 2.1.1.~~

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such ~~evidence~~ evidence, in writing, within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 ~~A Certificate for Payment, a progress-payment, or partial or entire use or occupancy of the Project by the Owner~~ Owner, shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

~~If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven~~ Except as provided in Section 9.51 or the Design-Build Documents, if the Owner does not make an undisputed payment when due, then the Design-Builder

may, upon thirty (30) additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of ~~shut-down, delay shut-down~~ and start-up, ~~plus interest~~ as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work (pre-election or post-election Work) or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all ~~items on the list accompanying the Certificate, outstanding items~~. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon ~~the Owner's acceptance, Final Completion~~, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is ~~incomplete-incomplete, defective~~, or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy the property on which the Work takes place any time before the commencement of the post-election Work. The Owner may occupy or use any completed or partially completed portion of the post-election Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the ~~post-lection~~ Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly ~~issue a final Certificate for Payment.~~ make the final payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in ~~effect,~~ effect and will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, (6) an affidavit that states the Work is fully completed and performed in accordance with the Design-Build Documents, (7) in the event of Design-Builder bankruptcy, at the Owner's option, an order entered by the court having jurisdiction of the Design-Builder's insolvency proceeding authorizing such payment, (8) a general release executed by the Design-Builder on a form to be provided to the Owner, and (9) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and ~~reasonable-actual~~ attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; ~~or~~
- .3 terms of special warranties required by the Design-Build Documents; ~~Documents; or~~
- .4 Claims or causes of action related to Design-Builder's failure to perform in accordance with the Design-Build Documents, including compliance with all applicable laws, for the full and applicable statute of limitations period(s)

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of all claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for ~~Payment.~~ Payment and specifically referenced as being an exception to the waiver contained in this section.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, including those bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections. Any damage to such property or improvements shall be repaired immediately by the Design-Builder.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified ~~personnel~~ personnel and give the Owner reasonable advance notice.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property. ~~If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, Owner, or of others for whose acts such party the Owner is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party Owner within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.~~ Owner to investigate the matter. If the notice required under this Section 10.2.8 is not provided within 21 days after discovery, the Design-Builder irrevocably waives its ability to assert a claim arising out of such injury or damage against the Owner.

§ 10.2.10 If the Design-Builder or any Contractor, subcontractor, Architect, Consultant, supplier or other person or entity working at the direction of Design-Builder chooses to use any systems, equipment, facilities or services which

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have been incorporated into the Project as a permanent part thereof by any other, the Design-Builder shall assume full responsibility for physical/property damages caused to said systems, equipment, facilities or services and have any such damages repaired, so that in no case will the performance of the used systems, equipment, facilities or services be diminished from the specified criteria as a result of such use.

§ 10.2.11 The Design-Builder acknowledges that the safety of the Owner's residents, employees and guests is of the utmost importance. The Design-Builder will take no action which would unreasonably jeopardize the safety of the Owner's employees and guests and, without the Owner's written approval, shall take no action which would interfere with the Owner's activities

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time ~~shall~~may be extended appropriately and the Contract Sum ~~shall~~may be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, which the Owner has represented to the Design-Builder is limited, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking ~~indemnity~~ indemnity

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's ~~Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or Criteria and were nevertheless agreed to in writing by the Owner after being expressly notified of the nature of such materials and substances.~~

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site ~~and~~or negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence or other responsibility on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby ~~incurred~~.

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incurred It is acknowledged that the Owner's obligation to indemnify applies to the fullest extent permitted by law, which the Owner has represented to the Design-Builder is limited.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

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§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder ~~shall~~ may execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time 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 and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, and any related costs incurred by the Owner, including fees of consultants or legal counsel secured to enforce this provision, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the post-election Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found ~~not~~ to be defective, non-performing, or not in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. However, the Owner and Design-Builder acknowledge that any waiver of a claim for breach of warranty does not affect the Owner's right to bring a claim for breach of contract or any other legal claim, even if premised on the same facts and similar arguments, which claims shall remain subject to the applicable statute of limitations period(s). If the Design-Builder fails to correct nonconforming Work within a reasonable time ~~during that period~~ after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall ~~not~~ be extended by corrective Work performed by the Design-Builder pursuant to this ~~Section 11.2.~~ Section 11.2, but only for that portion of the Work that was corrected. Any other portions of the Work shall remain subject to the original one-year correction period.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to ~~other~~ obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the ~~obligation to comply with the Design-Build Documents may be sought to be enforced, nor Owner may seek a Claim for damages against the Design-Builder for its failure to comply with Section 3.1.12 or the Design-Build Documents or to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.~~

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. The acceptance of non-conforming work by the Owner shall be by written Change Order only.

~~ARTICLE 12 COPYRIGHTS AND LICENSES~~

~~ARTICLE 12 COPYRIGHTS AND LICENSES~~

§ 12.1 Except as otherwise provided in this Agreement, Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them. The Owner shall be permitted to retain copies including reproducible copies of the all Drawings, Specifications, and other Instruments of Service; whether created by the Design-Builder, Architect, or other Consultant; for information and reference in connection with the Owner's use and occupancy of the Project, modifications, renovation or additions to the Project, and to complete the Project in the event the Design-Builder, Architect, or other Consultant is not retained through completion.

§ 12.2 ~~The Design-Builder and the Owner warrant warrants~~ that in transmitting Instruments of Service, or any other information, the ~~transmitting party-Design-Builder~~ is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner ~~a limited, an~~ irrevocable and non-exclusive license to ~~use access, use, and reproduce~~ the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner ~~substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits~~ has made all undisputed payments to date. The licenses granted or referenced under this section permit the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. ~~If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate. Any termination of this Agreement for any reason or under any condition shall in no way terminate or otherwise diminish the licenses described.~~

§ 12.3.1 ~~The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. On behalf, and for the benefit, of the Owner, the Design-Builder shall obtain licenses similar to those described in Section 12.3 from the Architect, Consultants, and Contractors. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, any reason, to obtain a limited, an~~ irrevocable and non-exclusive license solely and

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exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service-Project.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

Agreement is terminated prior to Project completion. The Design-Builder will be and remain responsible for its work and documentation up to and including the date of termination. Any replacement design-builder or architect will be responsible for work occurring subsequent to termination; however, the replacement design-builder or architect shall be entitled to reasonably rely on the work and documentation of the Design-Builder and, to that extent, the Design-Builder shall remain responsible for such work and documentation. Except as stated herein, any replacement design-builder or architect shall be responsible for its own work following such termination.

ARTICLE 13 ~~TERMINATION OR SUSPENSION~~

~~§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment~~

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Commencement of Construction

§ 13.1.1 If the Owner fails to make undisputed payments to the Design-Builder for Work prior to ~~execution of the Design-Build Amendment in accordance with this Agreement,~~ commencement of construction on any distinct phase of the Work, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner and give the Owner an opportunity to cure its nonpayment before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of ~~the Work, the Work but only to the extent the suspension or delay arises solely out of the Design-Builder's suspension of services due to the Owner's nonpayment of undisputed amounts.~~ Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any reasonable and actual expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's ~~compensation for, and time to complete,~~ time to complete the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work satisfactorily performed prior to notice of such suspension. ~~When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work.~~ The Design-Builder's compensation for, and time to ~~complete,~~ complete the remaining Work shall be equitably adjusted-negotiated in good faith.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the ~~Design-Builder, Design-Builder or scheduled suspensions,~~ the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

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~~§ 13.1.6~~ In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated, satisfactorily performed prior to termination. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

~~§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment~~

~~§ 13.2 Termination or Suspension Following Commencement of Construction~~

~~§ 13.2.1 Termination by the Design-Builder~~

~~§ 13.2.1.1~~ The Design-Builder may terminate the Contract if the Work is stopped for a period of ~~30~~90 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- ~~1~~ Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or
- ~~2~~ An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- ~~3~~ Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- ~~4~~ The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

~~§ 13.2.1.2~~ The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

~~§ 13.2.1.3~~ If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work satisfactorily executed, including reasonable overhead and profit, ~~costs incurred by reason of such termination, and damages, profit,~~

~~§ 13.2.1.4~~ If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

~~§ 13.2.1.4.~~

~~§ 13.2.2 Termination by the Owner For Cause~~

~~§ 13.2.2.1~~ The Owner may terminate the Contract if the Design-Builder fails to substantially perform, including, but not limited to, instances where the Design-Builder:

- ~~1~~ fails to submit the Design Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- ~~2~~ repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- ~~3~~ fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- ~~4~~ repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- ~~5~~ is otherwise guilty of substantial ~~substantial~~ breach of a provision of the Design-Build Documents. Documents, or goes into bankruptcy, liquidation, makes an assignment for the benefit of creditors, enters into a composition with its creditors or becomes insolvent.

~~§ 13.2.2.2~~ When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice,

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~~terminate employment of the Design-Builder and may, subject to any prior rights of the surety, Design-Builder's right to proceed with the Work, or such part of the Work as to which such defaults have occurred and may take any one or more of the following actions:~~

- ~~.1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;~~
- ~~.2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and~~
- ~~.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.~~

In the event the Design-Builder's performance bond requires notice of an intent to declare a default of the Design-Builder and if such notice is provided by the Owner, such notice shall be adequate to satisfy the seven-day written notice described above

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner ~~and not expressly waived, in pursuing termination and completion of the Work, including related legal fees and costs,~~ such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in ~~Section 13.2.3.1.~~ Section 13.2.3.1, but not for scheduled suspensions. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work satisfactorily executed, and actual and reasonable costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

~~ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION~~

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and

matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 Time Limits on Claims. ~~The Owner and Design-Builder~~ Regardless of any other time limits identified in the Design-Build Documents, the Owner shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, action arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive the applicable Michigan statute of limitations, the statute of limitation for any claim will begin to accrue from the date of substantial completion.. The Design Builder shall commence all claims and causes of action not commenced in accordance with this Section 14.1.2. in accordance with Section 14.1.3.1, other provisions of this Agreement, and in accordance with Michigan law.

§ 14.1.3 Notice of Claims

§ 14.1.3 Design-Builder Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by ~~either the Owner or Design-Builder~~ must be initiated by written notice to the ~~other party~~ Owner within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the ~~claimant~~ Design-Builder first recognizes the condition giving rise to the Claim, whichever is later. This paragraph shall not limit Design-Builder's right to make claims for any portion of the Contract price or any agreed modifications or changes to the Contract price or for retainage withheld by the Owner which remains unpaid after Substantial Completion.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by ~~either the Owner or Design-Builder~~ that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the ~~other party~~. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply. Owner within thirty (30) days after occurrence of the event giving rise to such Claim or within thirty (30) days after the Design-Builder first recognizes the condition giving rise to the Claim. Provided, however, that the Design-Builder shall make no Claim against the Owner for any reason after one (1) year following the Final Payment.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, including mediation or litigation, as applicable, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Failure to provide such notice shall serve as an absolute bar against a claim for such an increase in the Contract Sum. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, additional written notice as provided herein shall be ~~given~~ given in addition to the general requirements for making a Claim. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of ~~the Work~~. the Work due to the increase in the Contract Time sought. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

~~The~~ To the extent permitted by law, which the Owner has represented is limited, the Design-Builder 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 Design-Builder 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.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, ~~excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, Design-Builder, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.~~

§ 14.2.2 Procedure

§ 14.2.2.1 **Claims Initiated by the Owner.** If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the ~~notice required under Section 14.1.3.1~~ Owner's assertion of the Claim. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) ~~withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise response.~~

§ 14.2.2.2 **Claims Initiated by the Design-Builder.** If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may ~~file for request~~ mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand ~~in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for by the Owner and the Design-Builder fails to agree to mediation within the time required, then both parties waive their rights~~ the Design-Builder waives its right to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

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§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the ~~mediation~~ mediation, if known and agreed upon at that time. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction. During the pendency of the mediation process, all limitations periods, whether statutory or contractual, shall be tolled.

~~§ 14.4 Arbitration~~

~~§ 14.4~~

~~§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~§ 14.4.1.1.~~

~~§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.~~

~~§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~§ 14.4.4 Consolidation or Joinder~~

~~§ 14.4.4~~

~~§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional~~

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User Notes:

(875982661)

~~person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.~~

~~ARTICLE 15 MISCELLANEOUS PROVISIONS~~ ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

~~The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4. State of Michigan.~~

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract ~~as a whole~~ without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice. Written notice may also be made by electronic mail requesting confirmation of receipt with such confirmation actually sent.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner ~~or or, except as otherwise provided in this Agreement, the~~ Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner

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timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of ~~(1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.~~

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the ~~Owner or~~ Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the ~~transmitting party~~ Design-Builder is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract. In the case of the Owner, which is a public body, the Owner may also disclose Confidential Information to the extent the Owner believes necessary, in its sole discretion, to comply with the Freedom of Information Act, the Open Meetings Act, or any other law the Owner believes requires its disclosure.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 15.8.3 The Design Builder shall comply with Rule 1098a of the Michigan Energy Code, as applicable, and shall otherwise participate in basic system start-up and balancing as part of its Basic Services.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 ~~AIA Document A141™ 2014, Exhibit A, Design-Build Amendment, if executed~~ Exhibit A, Owner’s Request for Statements of Qualifications and Owner-accepted portions of the Design-Builder’s Qualifications
- .3 AIA Document A141™-2014, Exhibit B, Insurance and Bonds
- .4 ~~AIA Document A141™ 2014, Exhibit C, Sustainable Projects, if completed~~
- ~~.5 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:~~ Exhibit C, Phase I Proposal Letter, dated July 7, 2021
- .6 Other:

This Agreement entered into as of the day and year first written above.

DELTA CHARTER TOWNSHIP

THE CHRISTMAN COMPANY

OWNER *(Signature)*

DESIGN-BUILDER *(Signature)*

(Printed name and title)

(Printed name and title)

Modified: 08/03/21; 9:08am

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 09:24:07 ET on 08/03/2021 under Order No. 8356839177 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014, Standard Form of Agreement Between Owner and Design-Builder, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

DELTA TOWNSHIP

REQUEST FOR STATEMENT OF QUALIFICATIONS

**ARCHITECTURE/ENGINEERING, CONSTRUCTION
MANAGEMENT SERVICES FOR
DELTA TOWNSHIP SHERIFF SUBSTATION PROJECT**



DELTA TOWNSHIP

7710 WEST SAGINAW HIGHWAY

LANSING, MICHIGAN 48917

TELEPHONE: (517) 323-8540

April 6, 2021

A. PURPOSE OF REQUEST

Delta Township (Township) is inviting firms and/or a team of multiple firms to submit their Statement of Qualifications to provide professional architecture, engineering, and construction management services (Design-Builder) for the replacement of the Delta Township Sheriff Substation.

Background

Delta Township has identified various condition issues and challenges associated with its aging buildings. The Township Board has chosen the Sheriff Substation as the first project that will be initiated based on the Facilities Study completed in April 2020. The current Sheriff Substation is located at 7708 Administration Drive and it has been determined that a complete rebuild of the facility is necessary. This could occur in its current location or at an alternate location that is to be determined.

The current facility is approximately 7,000 square feet and was originally constructed in 1982. The Township completed a study and schematic design in 2008 for a new, expanded facility, to be located in the current location. The schematic design was for a 21,000 square foot facility. This facility was never constructed due to the recession that occurred shortly after completion of the study. Since then, the building has continued to present on-going condition and functionality issues.

In 2021, substation operations have evolved and organizational leadership has changed and a fresh look at the space requirements and location of a new building are needed prior to moving to final design and construction.

The Township's current contract with the Eaton County Sheriff Department provides for one (1) Lieutenant, four (4) Sergeants, four (4) detectives, one (1) weighmaster, two (2) full-time clerks, and 21 deputies. The Township has the contractual responsibility to provide a substation that provides functional and adequate space for police efforts including adequate workspace, adequate locker room and restroom facilities, appropriate interview and interrogation rooms, evidence storage, informational technology, appropriate security and safety both outside and inside, and vehicle storage.

Refer to the attached documents for additional information regarding the Sheriff Substation:

- Location Map
- Aerial Map
- Section of Building Assessment related to Sheriff Substation

B. SCOPE OF SERVICES

The Township has determined that the most effective construction delivery method for this project is design build and is seeking a team to work with to successfully deliver the desired outcomes. The selected team will provide the services described below. **The post-election tasks are contingent upon securing the adequate funds through a successful millage election or by other revenue enhancements by the Township.** The pre-election tasks will be compensated per negotiated contract amount.

Pre-Election Tasks

- Work with the Township staff and Township Board to identify and analyze multiple site options and choose the location that best meets the Township's long term operational needs.
- Complete a needs assessment with consultation from the Township and the Eaton County Sheriff staff.
- Complete 30% design plans for review by the Township.
- Develop a cost estimate that will be used to structure a millage request.

Post-Election Tasks

- Complete design documents.
- General CM Services
 - A decision has not yet been made as to the structure of the CM services. Options include but are not limited to CM holding contracts with a Fixed Price or development of a Guaranteed Maximum Price. The Design-Builder will work with the Township to determine the final structure of the CM contract.
- Bidding services
 - Bidding of the various trades or combination of trades. Conduct pre-bid conferences if deemed necessary.
 - Conduct bid opening(s) and evaluate the bids to determine the lowest responsive and responsible bidders for each trade or combination of trades.
 - Prepare the cost of the project, including the cost of trade contractors based on the recommended bidders, general conditions, contract allowance items, basic CM services, on-site superintendent, testing, a contingency amount, if any, and CM Overhead and Fee.
- Construction Phase Services:
 - Provide administrative, management and related services to coordinate the work of the contractors. Conduct pre-construction and construction progress meetings. Provide performance and payment bonds and certificates of insurance.
 - Provide on-site management to oversee the performance from each of the contractors, recommend courses of action to the Township when requirements of the contract document are not being fulfilled.

- Recommend desirable changes to the project and assist in negotiating contractor’s proposals.
- Review shop drawings.
- Receive and organize from the contractor’s operation and maintenance manuals, warranties and guarantees for materials and equipment installed in the project.
- Obtain and provide record drawings.
- Provide building start-up and commissioning assistance.

The detailed scope of work will be further developed during negotiations with the successful Design-Builder to align the project goals with the necessary level of effort and project budget.

The statement of qualifications shall demonstrate the Design-Builder’s capability to perform or provide all services required for the successful completion of the project.

Design-Builder shall detail, in their response, their approach to ensuring accurate cost opinions that can be relied on to seek adequate funding through a voted millage.

C. PROJECT SCHEDULE

Tentative Schedule

Issue RFQ	April 6, 2021
SOQ Due Date	May 3, 2021
Interviews	June 1 - 4, 2021
Select Firm and Begin Negotiations	June 11, 2021
Complete Negotiations and Draft Agreement	June 28, 2021
Township Board of Trustees Award Contract	July 6, 2021
Schedule of Work Post Award	TBD

D. STATEMENT OF QUALIFICATIONS SUBMISSION REQUIREMENTS

A total of eight (8) paper copies and a pdf copy on digital media must be received no later than **May 3, 2021 at 5:00 p.m.** Statements of Qualification received after this deadline will not be considered. All costs incurred for statement of qualification preparations, presentation or contract negotiation shall be the responsibility of the Design-Builder.

Statement of Qualifications shall be delivered in a sealed envelope to the Delta Township Engineering Department addressed to:

Ernest A. West, P.E.
Township Engineer
Delta Township Engineering Department
7710 West Saginaw Highway
Lansing, Michigan 48917-8974

Statement of Qualifications shall include the following information:

1. **Cover Letter:** Statement of qualifications shall include a list of potential sub-contract arrangements between prime contractor and any other firms within a proposed team, including a general description of the roles that the firms will serve in the project delivery process. Cover letter shall be signed by an individual authorized to bind the Design-Builder. Unsigned statement of qualifications will not be accepted.
2. **Firm Information:** Provide legal company name, mailing address, phone number, and electronic resource information (email address, website address, social media sites, etc.). **If utilizing sub-contractors, list the corresponding information for all firms/individuals.**
3. **Organizational Chart of Proposed Team:** Please provide an organizational chart of the proposed project team and the names and roles of all key personnel, including any sub-contractors. If your firm has branch offices, indicate each individual office that will have a key role on the team.
4. **Resumes and Qualifications of Personnel:** The statement of qualifications shall include a personnel staffing plan with sufficient information for judging the quality and competence of the personnel dedicated to preparation of each technical component of the project.
5. **Example Projects and Qualifications:** The statement of qualifications shall include five (5) example projects that demonstrate the proposed team's experience performing similar municipal public safety design and construction work, including site selection.
6. **References:** The statement of qualifications shall include a list of current or former clients (including contact information) who have contracted for services similar to those described in this RFQ within the last five (5) years.
7. **Project Understanding and Approach:** The statement of qualifications shall demonstrate the Design-Builder's understanding of the technical expertise

required to complete the project. Design-Builder shall identify their proposed approach to completing the project, including a description of the methods of evaluation, analysis and documentation that will be used. Identify what anticipated sub-contractors may be required and their specific roles.

8. **Authorized Negotiations:** The statement of qualifications shall include names, telephone numbers and emails of those authorized to negotiate the proposed contract with Delta Township.
9. **Proposed Schedule for Providing Services:** The statement of qualifications shall include a possible timeline for completion of necessary work tasks for the project.
10. **Insurance:** The statement of qualifications shall include evidence of general liability, automotive liability, professional liability and Workers Compensation Insurance in the amounts identified below or as required by law, whichever is greater:

General Liability	\$2,000,000 per occurrence \$4,000,000 aggregate
Automobile Liability	\$2,000,000
Workers' Compensation	\$500,000
Professional Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Excess/Umbrella Liability	\$5,000,000 per occurrence \$5,000,000 aggregate

Commercial general liability and automotive liability coverages shall include Delta Township, including all elected and appointed officials, all employees and volunteers, all board, commissions and/or authorities and their board members, including employees and volunteers thereof as additional insured.

11. **Disclosure:** Delta Township expects each potential Design-Builder to identify any potential conflicts of interest and the plan for handling these matters.

F. PROPRIETARY NOTICE AND PUBLIC DISCLOSURE

All submissions or parts thereof become the property of Delta Township and are

subject to Freedom of Information Act release.

G. STATEMENT OF QUALIFICATIONS EVALUATION AND DESIGN-BUILDER SELECTION

The Township will evaluate the statement of qualifications based upon the Design-Builder's ability to provide the services required, relevant project experience of firm project manager and assigned personnel, qualifications of personnel assigned, compatibility of the submission with respect to this RFQ, reference analysis from other communities and any past experience with the Township.

Delta Township Staff comprising the project team will review the statement of qualifications for the project. ***As part of this review process a firm or firm(s) may be requested to interview with the project team.*** This interview will include a brief presentation and the opportunity to answer questions related to their qualifications and ability to provide the required services. Final selection will be made by the project team.

Upon selection of a Design-Builder, the Township will negotiate with the successful Design-Builder to arrive at an agreeable project scope and fee structure that can be presented to the Delta Township Board of Trustees for a contract award.

H. FORM OF AGREEMENT

If a contract award is made, the successful Design-Builder shall prepare an Owner/Design-Builder agreement, which will be subject to review and negotiation of terms.

I. NON-DISCRIMINATION

It is the intent of the Township that no person be denied equal protection of the laws; nor shall any person be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental limitation, source of income, familial status, sexual orientation, or gender identity/expression. It is also the intent of the Township to preserve the rights of religious organizations granted to religious organizations by state and federal law.

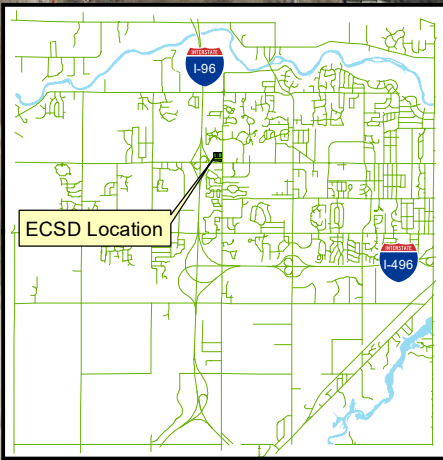
The Design-Builder and their Sub-Contractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, including a benefit plan or system or a matter directly or indirectly related to employment, because of actual or perceived race, color, religion, national origin, age, sex, height, weight, marital status, physical or mental limitation, source of income, familial status, sexual orientation, gender

identity or expression, or use by an individual of adaptive devices or aids. Breach of this covenant may be regarded as a material breach of the contract.

This is also applicable to labor organizations, employment agencies, apprenticeships, and job training programs. In addition, a labor organization shall not discriminate in its membership practices nor fail to fairly represent its membership in a grievance process because of actual or perceived religion, race, color, national origin, age, sex, height, weight, marital status, physical or mental limitation, source of income, familial status, sexual orientation, gender identity/expression, or use by an individual of adaptive devices or aids.

The Design-Builder and their Sub-Contractor shall comply with all requirements of Chapter 27 of the Delta Township Code of Ordinances.

For any questions or additional information please contact Ernest West at (517) 323-8540 or via email at ewest@deltami.gov.



7720 Administration Dr.
Delta Parks and Recreation

7708 Administration Dr.
Eaton County Sheriff's
Substation

811 N. Canal Rd.
Delta Central Fire

CANAL RD.

ADMINISTRATION DR.

7710 W. Saginaw Hwy.
Delta Administration Bldg.

W. SAGINAW HWY



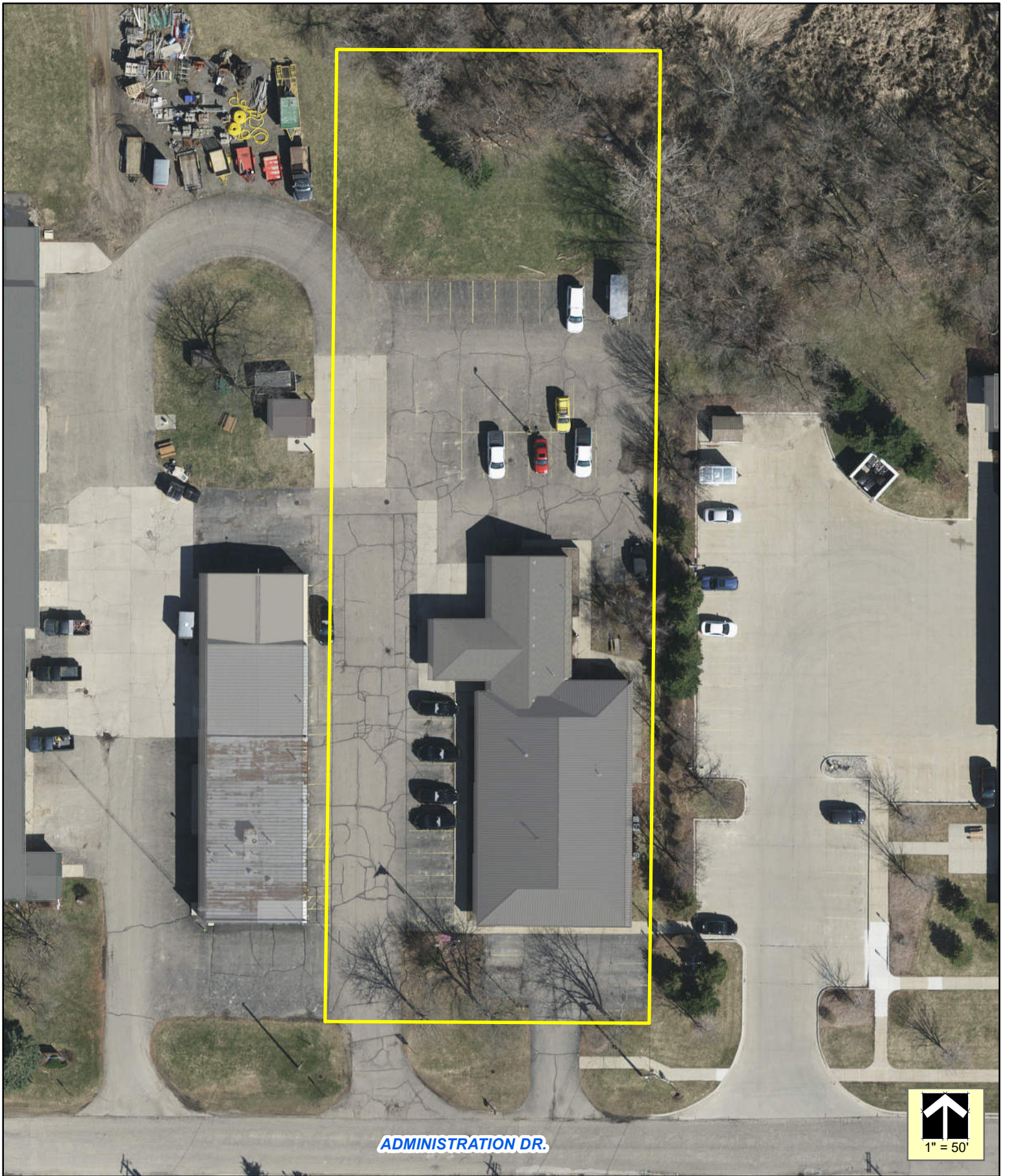
DELTA CHARTER TOWNSHIP

7710 W. SAGINAW HIGHWAY
LANSING, MI 48917
517.323.8555



ECSD SUBSTATION LOCATION MAP

Motion



DELTA CHARTER TOWNSHIP

7710 W. SAGINAW HIGHWAY
LANSING, MI 48917
517.323.8555



**ECSD SUBSTATION
SITE MAP**

3. Eaton County Sherriff Substation Summary

The Sheriff Substation was originally constructed in 1982 and an addition in 1991, with an interior renovation in 2013. The building is 7,120 sq. ft. in size and is one story. The primary structural system is wood stud bearing wall for all portions of the building. The exterior elevations are primarily face brick. The roof is clad in architectural standing seam metal with the north portion clad in asphalt shingles. The building is generally used for business use with offices and supporting when used it can hold appropriately 30 occupants. The facility received a score of **58**, which is **Borderline**.



Estimated Costs for Necessary Repairs

Categories

0-2 Years Category 1	\$	749,266
2-5 Years Category 2	\$	1,356,908
5-10 Years Category 3	\$	52,046
Total	\$	2,158,220

Facility (Condition) Cost Index = Cost to Renovate/Cost to Replace

- \$2,158,220/\$4,150,000 = 52.0% (Replace at existing size)
- New 20,800 sq. ft. Sheriff Sub-Station (from 2008 Study) inflated to 2020 dollars: \$12,200,000

Note: These costs do not address any functional issues that currently exist in this building.

FACILITY ASSESSMENT FINDINGS

3.1 Site

- Rear parking lot in poor condition and should be replaced.
- Erosion is occurring in rear corner of parking lot near wetland.
- Drainage issue under overhang is causing deterioration of the exterior concrete near the building and erosion of the engineered fill surrounding the foundation wall.
- There is no maintenance strip around the building, which would be desirable to protect the building and reduce exterior maintenance costs.

- No sidewalk connectivity to administration building.

3.2 Structure

- Exterior piers are showing damage at base, perhaps due to settlement or heaving

3.3 Life Safety / Security

- There is fire protection in the building that is in poor condition and requires routine repairs. This should be replaced.
- Fire alarm system – Faraday, adequate.
- Emergency lighting – mixture of battery backed unit equipment and selected fixtures on generator, see generator comment below. No exterior emergency lighting provided at egress doors.
- Video monitoring of interview rooms should be added.

3.4 Envelope / Roof

- Asphalt shingles on the original 1982 building are near end of expected life.
- Standing seam metal roof and fascia on the 1991 addition is in good condition.
- Exterior finish on windows is fading and thinning.
- Moisture is getting thru some masonry walls. Consider sealing brick if moisture is wicking through open mortar joints.
- Exterior slab near 1991 canopy addition is getting wash out below it.
- Wood planter, wood trim on original 1982 building and deteriorating.
- The roof gutter system is inadequate and is not properly draining water off roof and away from building.



- Wood soffits and vent on the original 1982 building are damaged and deteriorating and should be repaired/replaced.
- The coating on the wood gable end is failing, should be cleaned, repainted and/or restained.

3.5 Architectural Systems and Finishes

- Some of the original 1982 garage areas were converted in to occupied spaces and some of the exterior walls in

these spaces not insulated.

- Exterior windows have horizontal blinds for light control.
- Carpet in some areas is stained and beyond being able to be cleaned or replaced. Replacement should consider a resilient flooring product in some areas to address constant staining.
- Water damage to drywall in area where IT is located from previous roof leak.
- No floor drainage in garage results in ponding water, no access to sanitary sewer at this location, would require a new sewer lead to the main in road to the south.
- Technology wiring and head end would need to be cleaned up and redone in any renovation project. Need a dedicated IT closet with cooling, equipment racks and backup power wiring for computer/phone technology.
- No video monitoring of interview rooms currently, consider adding.

3.6 Mechanical

- Six natural gas fired, forced air furnaces serve the building with condensing units mounted outside on grade. Condensing units are in poor shape and should be replaced. All furnaces are original and approaching end of expected service life. They should be replaced with new in kind units or a single air handling unit with ductwork to serve each space independently. New thermostats should be installed when replacing the units. Installation of a single unit will require significant interior renovations to run new ductwork.
- Plumbing fixtures in all rest rooms, locker and shower rooms are original and dated and should be replaced in the next five years.
- All DWV piping below slab piping has reported issues, with some sections failing and should be entirely replaced if building is renovated.



- Domestic hot and cold water copper plumbing piping not insulated.

- The Lavatories missing pipe covers for ADA compliance.
- A booster pump should be installed on domestic water service to address reported low water pressure at various restroom fixtures in the building.
- There is no control system to take advantage of unoccupied times to reduce energy use.

3.7 Electrical

- 200A, 120/240V, single-phase service, upgraded as part of 1991 project, adequate.
- Building lighting – mainly fluorescent, building mounted HID exterior.
- Electrical distribution equipment – 1991 remodel equipment is in good condition, 1982 equipment nearing end of service life.
- Site lighting pole mounted HID, adequate.
- Electrical receptacles, circuiting – aged but adequate and a minimum number except at workstations where additional receptacles and circuits are required
- Lighting controls – do not comply with current MI Energy Code.
- Generator – indoors, natural gas, 17kW, 120/240V, single-phase. Does not comply with current NEC requirements for an emergency system since the generator fed transfer switch and panelboard supplies both emergency and non-emergency loads. See Appendix for additional information
- Existing IT racks are located in a crowded closet. Any renovation should include creation of a dedicated; air-conditioned IT closet and provided with backup power.

3.8 Program Adequacy

- The building feels cramped, small, low ceiling, and un-inviting. Many of the spaces have become inadequate for their current function.
- Electrical and technology has been retro fitted as an afterthought and in many cases is exposed. Computers, radios, TVs are throughout the building and their electrical power is not integrated into the building.
- There is limited covered or indoor parking for police vehicles.
- Not enough sufficient storage and requires utilization off detached storage space.
- Facilities are lacking for female staff.

3.9 Energy Consumptions Efficiency

- Wall insulation is minimum and does not meet current standards.
- Windows in the original building likely do not have a low e -coating which reduces solar heat gain and cooling load.
- There are minimal lighting controls. Existing lighting is not energy efficient.
- A comparison of energy usage at a typical building in the same climate zone as published by the U.S. Department of Energy (DOE) versus this building was performed. Climate Zone 5A cool-humid was utilized for the DOE database. The median Energy Use Intensity (EUI) (KBtu/SF/Year) from the DOE database for natural gas

at a public safety style building is 70. The sheriff sub-station building's natural gas EUI based on one year's worth of utility bills (2018-2019) provided by the township was 20. The median Energy Use Intensity (EUI) (KBtu/SF/Year) from the DOE database for electricity at a public safety style building is 70. The sheriff sub-station building's electrical EUI based on one year's worth of utility bills (2018-2019) provided by the township was 44. The sheriff sub-station is below median EUI.

3.10 Accessibility

- Correctional facilities are generally not required to be accessible, but public areas in them need to be. There are no accessible toilets in the public area.
- Some doors have knobs and should be levers.
- Some doors swings do not comply with current accessibility requirements.

3.11 Final Overview

- Building is generally inadequate for the uses of the building.
- Poor mechanical, plumbing, electrical and technology systems.
- Significant roof and site drainage issues cause deterioration of building envelope and structural systems around the canopy.
- Building should be considered for replacement or major addition and renovation project.



**Delta Township
Lansing, MI
Facility Assessment**



April 15, 2020

Eaton Country Sherriff Substation

Item #	Description of Work	Budget Amount	Category 1 -	Category 2 -	Category 3 - 5
			0 to 2 Yrs	3 to 5 Yrs	to 10 Yrs
<u>1</u>	Demo all Site Paving, Add Storm Sewer System & Replace Paving	\$222,621	0	\$222,621	0
<u>2</u>	Provide Curb & Gutter and Reconstruct Catch Basin & Pipe to Wetlands - ALLOWANCE	\$37,502	0	\$37,502	0
<u>3</u>	Remove & Repalce Concrete Paving Under Overhang	\$21,036	\$21,036	0	0
<u>4</u>	Install an 18" Wide Stone Mow Strip Along Building Where There is Grass	\$6,389	0	0	\$6,389
<u>5</u>	Shoring / Repair of Overhang Columns Due to Erosion - ALLOWANCE	\$111,117	\$111,117	0	0
<u>6</u>	Remove & Replace Timber Retaining Wall with CMU	\$19,767	0	0	\$19,767
<u>7</u>	Remove & Replace Shingles	\$14,734	0	\$14,734	0
<u>8</u>	Remove & Replace Exterior Caulking	\$9,889	0	\$9,889	0
<u>9</u>	Repaint Wood Gables	\$1,667	\$1,667	0	0
<u>10</u>	Remove & Replace Double Hung WWindows	\$40,119	0	\$40,119	0
<u>11</u>	Remove & Replace Wood Fascia & Soffit	\$18,001	\$18,001	0	0
<u>12</u>	Remove & Replace Wood Soffit at Overhang	\$29,113	\$29,113	0	0
<u>13</u>	Install Furring, Insulation, & Drywall in the Garage Area for Insulation	\$17,015	0	\$17,015	0
<u>14</u>	Remove & Replace Carpet with Resilient Flooring	\$65,248	0	\$65,248	0
<u>15</u>	Remove & Replace Interior Door Hardware to Lever Type to Meet Code	\$21,723	0	\$21,723	0
<u>16</u>	Remove & Replace Acoustical Ceilings/Diffusers	\$53,600	0	\$53,600	0
<u>17</u>	Remove & Replace VCT Flooring	\$1,933	0	\$1,933	0
<u>18</u>	Remove & Replace Cermaic Floor Tile in Restrooms	\$9,523	0	\$9,523	0
<u>19</u>	Remove & Replace Millwork in Breakroom - 8 Lineal Feet	\$9,212	0	0	\$9,212
<u>20</u>	Repaint Interior of the Facility	\$19,779	0	\$19,779	0
<u>21</u>	Allowance to Make Unisex Restroom ADA Compliant - ALLOWANCE	\$22,223	\$22,223	0	0
<u>22</u>	Replace the failing fire protection system	\$104,557	\$104,557	0	0
<u>23</u>	New Sanitary Sewer Lead	\$18,334	0	\$18,334	0
<u>24</u>	Replace/Rework Gutter System	\$6,111	\$6,111	0	0
<u>25</u>	Replace water damaged material in IT closet	\$2,778	\$2,778	0	0
<u>26</u>	Replace mechanical equipment & controls	\$290,116	0	\$290,116	0
<u>27</u>	Domestic Hot & Cold Water Plumbing Insulation	\$889	0	0	\$889
<u>28</u>	Restroom plumbing trap covers	\$1,067	\$1,067	0	0
<u>29</u>	Replace the Domestic Water Piping system to correct flow issues	\$83,649	\$83,649	0	0
<u>30</u>	Update Lighting	\$49,843	0	\$49,843	0
<u>31</u>	Replace Electrical Distribution Equipment	\$19,157	0	\$19,157	0
<u>33</u>	New Emergency Generator	\$24,090	0	\$24,090	0
<u>34</u>	Video Monitoring should be added in interview rooms	\$12,778	\$12,778	0	0
<u>35</u>	Add Drainage in Garage - New Sanitary Line	\$19,168	\$19,168	0	0
<u>36</u>	Clean Up IT and Comm, Add Cooling, Equipment Racks	\$15,556	0	\$15,556	0
<u>37</u>	Replace Plumbing Fixtures and Faucets	\$14,467	0	\$14,467	0
<u>38</u>	Replace Drain & Vent Piping	\$67,022	\$67,022	0	0
<u>39</u>	Add receptacles and branch wiring where needed	\$21,668	\$21,668	0	0
	Direct Trade Cost Numbers Only**				
	GRAND TOTALS:	\$1,503,462	\$521,955	\$945,251	\$36,256



QUALIFICATIONS FOR
ARCHITECTURE/
ENGINEERING,
CONSTRUCTION
MANAGEMENT SERVICES

Delta Township Sheriff Substation Project

May 3, 2021



May 3, 2021

Ernest A. West, P.E.
Township Engineer
Delta Township Engineering Department
7710 West Saginaw Highway
Lansing, Michigan 48917-8974

**RE: Qualifications for Architecture/Engineering, Construction Management Services
Delta Township Sheriff Substation**

Dear Mr. West and Members of the Selection Committee:

We have assembled an exceptional and experienced design/build team of The Christman Company and C2AE to provide unmatched value and expertise while ensuring that the precise specifications of your project are delivered on time. Delta Township can have complete confidence in working with the Christman | C2AE team as your uniquely qualified design/build partner. As detailed in the attached, we offer:

- A proven and cohesive team with a deep understanding of your project needs, having completed the Delta Township Facilities Study together in 2019
- Deep ties to the greater Lansing region — Christman and C2AE have a combined 150+ year history in the region, where we have collaborated on several projects including the Lansing School District's \$120 million program, which Christman helped the district pass with a 60% approval rate in 2016
- Best-in-market pre-construction planning services, including in-house mechanical, electrical and plumbing coordination and estimating and cost benchmarking as well as phasing, logistics and scheduling planning to ensure the Delta Township Sheriff Substation project gets off to a strong start
- A proven process to help Delta Township make solid, data-driven decisions early that will ensure the best possible outcome for your project

We are confident of our ability to become an integral part of the team that will execute this important project for you and look forward to further discussions about this important new facility for Delta Township. Please contact me at 517-482-1488 or john.holmstrom@christmanco.com if you have questions or would like additional information.

Sincerely,
THE CHRISTMAN COMPANY



John A. Holmstrom
Senior Vice President

C2AE



Steve Jurczuk
Project Manager

FIRM INFORMATION

A long-standing tradition of construction excellence is just one of the things that has allowed The Christman Company to become one of the country's leading professional construction services firms. In conjunction with its affiliates Christman Capital Development Company, Christman Constructors, Inc., Christman Mid-Atlantic Constructors, Christman Southeast Constructors and Christman Millwork, the company's award-winning services include construction management, general contracting, design/build, real estate development, facilities analysis and planning and self-performed skilled trades.

QUICK FACTS

- Annual revenues of more than \$1 billion
- Fully employee and management-owned
- Ranked 88th in the 2020 Engineering News-Record ENR 400 list of top contractors nationally
- Award-winning safety program, with an EMR of .66

HEADQUARTERS

The Christman Building
208 N. Capitol Ave
Lansing, MI 48933
517-482-1488 | www.christmanco.com
Facebook | LinkedIn | Twitter



WHO WE ARE

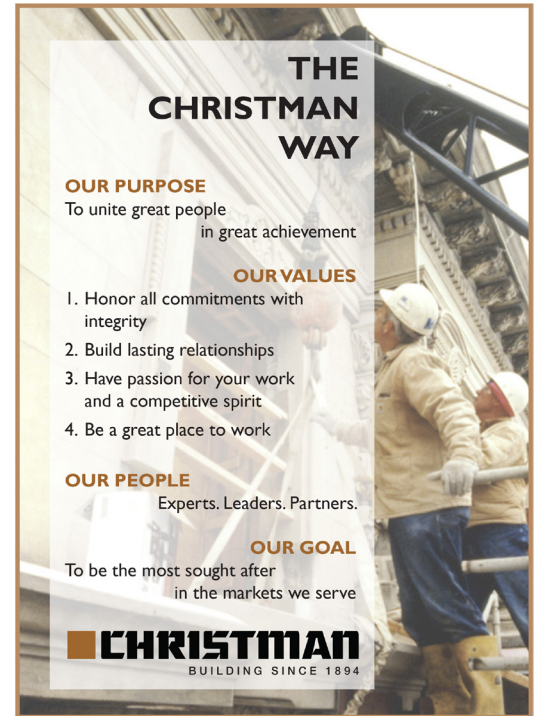
C2AE is an architecture, engineering, and infrastructure design firm with 50+ years of experience. We serve enterprise-level clients—clients that manage a network of multiple moving parts.

WHAT SETS US APART

Our team of more than 100 people is truly full service. With professionals at every step of the design process, we bring enterprise thinking to each opportunity. We create architecture that empowers our clients and their communities, and enable it with innovative, technically-sound infrastructure design through intentional collaboration.

FIND US

Capital Consultants Architecture & Engineering (d.b.a. C2AE)
106 West Allegan Street Suite 500 Lansing, MI 48933
517.371.1200 | info@c2ae.com
www.c2ae.com | Facebook | LinkedIn



SERVICES

- 🏠 Architecture
- 🏗️ Civil Engineering
- 🏢 Construction Admin.
- 💡 Electrical Engineering
- 🏠 Interior Design
- 🌿 Landscape Architecture
- ⚙️ Mechanical Engineering
- 📐 Structural Engineering
- 🚗 Transportation
- 💧 Water/Wastewater

PROPOSED TEAM



CONSTRUCTION MANAGER




JOHN HOLMSTROM
Principal-in-Charge



ROB CROWE
Project Executive



AMY BAUMER
Campaign Support

DESIGN TEAM



STEVE JURCZUK
Design Project Manager



DENNIS JENSEN
Architect



JOE LEHNING
Civil Engineer



JAMES EPPERS
Electrical Engineer



DOUG DREW
Mechanical Engineer



MANDY MARSH
Structural Engineer



ERIK CRONK
Landscape Architect



HANNAH SNYDER
Interior Designer

PROJECT PLANNING



SEAN JAGELS
Director of Preconstruction



JAMES HOLDEN
Project Planning Leader



CRAIG SCHUBERT
Mechanical/Electrical Estimator



LUKAS REYNOLDS
Architectural/Civil Estimator

CONSTRUCTION



BOB WINQUIST
Project Manager



BOB CALCATERA
Superintendent



DAN HAMILTON
Project Engineer

KEY PERSONNEL RESUMES



John has extensive experience working with municipal clients to help them achieve their goals. He joined Christman in 1987, holding a variety of field positions of increasing responsibility including project engineer, superintendent, project manager, and estimator. He became a full-time estimator and pre-construction planner in 1993, and was promoted to chief estimator in 1994, vice president in 1999, and senior vice president in 2008. Under John's leadership, Christman's pre-construction team expanded to dramatically enhance service levels for clients, with a focus on value management and informed decision making.

JOHN HOLMSTROM PE, LEED AP PRINCIPAL-IN-CHARGE THE CHRISTMAN COMPANY

EDUCATION & TRAINING

BS, Civil Engineering, Michigan State University
Leadership in Energy and Environmental Design (LEED®) Accredited Professional
Registered Professional Engineer: Michigan

SELECTED RELEVANT EXPERIENCE

- **State of Michigan**
State Emergency Operations Center
Central Energy Cogeneration Project
- **City of Holland, City Hall Renovations**
- **Ypsilanti Community Utilities Authority, Wastewater Treatment Plant Addition and Renovation**
- **Lansing Entertainment & Public Facilities Authority, Cooley Law School Stadium Renovations**
- **City of Wyoming, Donald K. Shrine Water Treatment Plant**
- **Gerald R. Ford International Airport, Terminal Area and Parking Improvements**



Prior to joining Christman, Rob spent eight years in the United States Army, where he was selected as commander of the only Technical Rescue Engineer Company in the Department of Defense, supporting multiple inter-agency homeland defense missions, general engineering and high-profile ceremonial events. A seasoned veteran of the construction industry, Rob has the ability to foresee project challenges and leadership needs and will work to address them before they become an issue onsite. Rob will also act as an expert resource for the project manager to help resolve issues that may arise.

ROB CROWE PE PROJECT EXECUTIVE THE CHRISTMAN COMPANY

EDUCATION & TRAINING

MBA, Michigan State University
MS, Civil Engineering, Missouri University of Science and Technology
BS, Civil Engineering, United States Military Academy at West Point
US Army Corps of Engineers, Captain's Career Course
Registered Professional Engineer: Michigan and Missouri

SELECTED RELEVANT EXPERIENCE

- **Lansing School District, Bond and Sinking Fund Programs**
- **Auto-Owners Insurance**
Building 6105 and 6215 Renovations
Emergency Power Replacement
Lansing Facilities Security Upgrade
South Campus Expansion
- **Okemos Public Schools, Bond Program**
- **Bath Community Schools, Bond Program**
- **Durr Systems, New North American Headquarters**



Steve excels at managing projects in education and for municipal clients. His understanding of the technology and designs used in these environments has been an invaluable part of C2AE's success in public safety projects.

STEVE JURCZUK AIA, LEED AP **DESIGN PROJECT MANAGER** C2AE

EDUCATION & TRAINING

B.Arch, Lawrence Technological University

BS, Architecture, Lawrence Technological University

Registered Architect: MI, NY, AL, KY, LA, MO, OH, SC, TX

LEED® Accredited Professional

SELECTED RELEVANT EXPERIENCE

- **Delta Charter Township**, Building and Site Needs Assessment
- **State of Michigan**
Central State Police Post Improvements
Atlanta Maintenance Facility Improvements
- **City of Hastings**, Fire Department Facility Needs Assessment
- **City of Otsego**, Department of Public Works Building
- **City of Marshall**, Fire Station Relocation
- **City of St. Ignace**, New Fire Station



Dennis develops creative solutions to client-specific needs by actively listening and transforming ideas into real designs using concept sketches one-on-one with clients. He plans within budget to design attractive, lasting environments that promote their intended use.

DENNIS JENSEN AIA **ARCHITECT** C2AE

EDUCATION & TRAINING

M.Arch, Conservation and Preservation, University of Michigan

BS, Architecture, University of Michigan

AS, Architecture, Grand Rapids Community College

Registered Architect: MI, AL, GA, IA, OH, PA, SC

SELECTED RELEVANT EXPERIENCE

- **Delta Township**, Water Operations Building
- **City of Lansing**
Police/Courts Consolidation Study
South Lansing Precinct and Operations Relocation
START Vehicle Storage Garage
- **State of Michigan**, Central State Police Post Improvements
- **City of Rockford**, Public Safety Building Study and New Facility
- **City of Portage**, Multiple Building Assessments (10 Total)
- **City of St. Ignace**, New Fire Station
- **City of Marshall**, Fire Station Relocation



Sean brings to Christman his extensive estimating experience on a variety of facilities. He is adept at communicating project cost estimates and analytics and connecting with the trade contracting community. Sean's understanding of both the business and technical side of the commercial construction industry allows him to see the big picture. He is committed to a collaborative project team approach, making him a valuable asset to each project he is assigned.

SEAN JAGELS LEED AP BD+C DIRECTOR OF PRECONSTRUCTION THE CHRISTMAN COMPANY

EDUCATION & TRAINING

MBA, University of Michigan, Dearborn
 BBA, Western Michigan University
 Certified Stormwater Operator
 LEED® Accredited Professional, Building Design and Construction

SELECTED RELEVANT EXPERIENCE

- **City of Battle Creek**, Administration, Operations and Maintenance Facility
- **State of Michigan**, Capital Area Reconfiguration
- **Lansing School District**, Bond and Sinking Fund Programs
- **Sparrow Health System**, Sparrow Plaza Building/Herbert Herman Cancer Center and Parking Deck
- **North Ottawa Community Health System**, Emergency Department Expansion and Renovation
- **Gerald R. Ford International Airport**, Consolidated Checkpoint and Marketplace



As a conceptual estimator James supports project planning by forecasting costs, with little or no graphic design information, that take into account applicable cost factors, drivers, current market conditions, and general conditions and staffing that will impact the actual cost of the work on bid day and throughout construction. James is adept at communicating project cost estimates and analytics and connecting with the trade contracting community. Additionally, he coordinates with operations teams to stay in touch with project-specific planning concepts as drawings are being developed, capture historical cost data for future projects and coordinate with project management and total cost of ownership functions.

JAMES HOLDEN LEED AP BD+C PROJECT PLANNING LEADER THE CHRISTMAN COMPANY

EDUCATION & TRAINING

MS, Construction Management, Michigan State University
 BS, Civil Engineering, University of Michigan
 LEED® Accredited Professional, Building Design and Construction

SELECTED RELEVANT EXPERIENCE

- **City of Ludington**, Ludington Fire Station
- **Auto-Owners Insurance**
 Building 6215 Renovation
 Home Office Dining Renovation
 South Campus Renovations
 Interior Renovations
- **Interurban Transit Partnership**, Wealthy Operations Center Addition and Renovation
- **Kent County**, Human Services Complex



Bob has extensive experience in managing site work, road and underground construction. As your project manager, Bob will concentrate on the big picture details of the project and work closely with the superintendent and project engineer to ensure that the project progresses smoothly and on schedule. His focus is to unite all members of the project team to achieve a quality construction project and a rewarding experience for all involved.

BOB WINQUIST LEED AP PROJECT MANAGER THE CHRISTMAN COMPANY

EDUCATION & TRAINING

BS, Civil Engineering, Michigan Technological University
 10-Hour Safety Training, OSHA CPR and First Aid Training
 Grade I Concrete Testing Certificate, American Concrete Institute (ACI)
 LEED® Accredited Professional
 Storm Water Operator Certification
 US Army Corps of Engineers (USACE) Construction Quality Management for Contractors

SELECTED RELEVANT EXPERIENCE

- **State of Michigan**, State Emergency Operations Center
- **Lansing School District**, Bond and Sinking Fund Programs
- **Bath Community Schools**, Bond Program
- **Okemos Public Schools**, Bond Program
- **Steelcase**, Innovation Center
- **Michigan Electric Transmission Company**, Transmission Operations Center



Project superintendents are an integral part of all Christman project teams. Bob will be onsite full-time and will strive to ensure the construction site is safe and productive. He will support project planning efforts by reviewing documents for constructability, phasing options, site logistics and other field construction issues. He will establish site expectations and introduce closeout and as-built expectations at the beginning of the project. Also key to this role is organizing the site, establishing schedule momentum, monitoring expenses, preparing construction documents for the client and establishing lasting relationships team-wide.

BOB CALCATERA SUPERINTENDENT THE CHRISTMAN COMPANY

EDUCATION & TRAINING

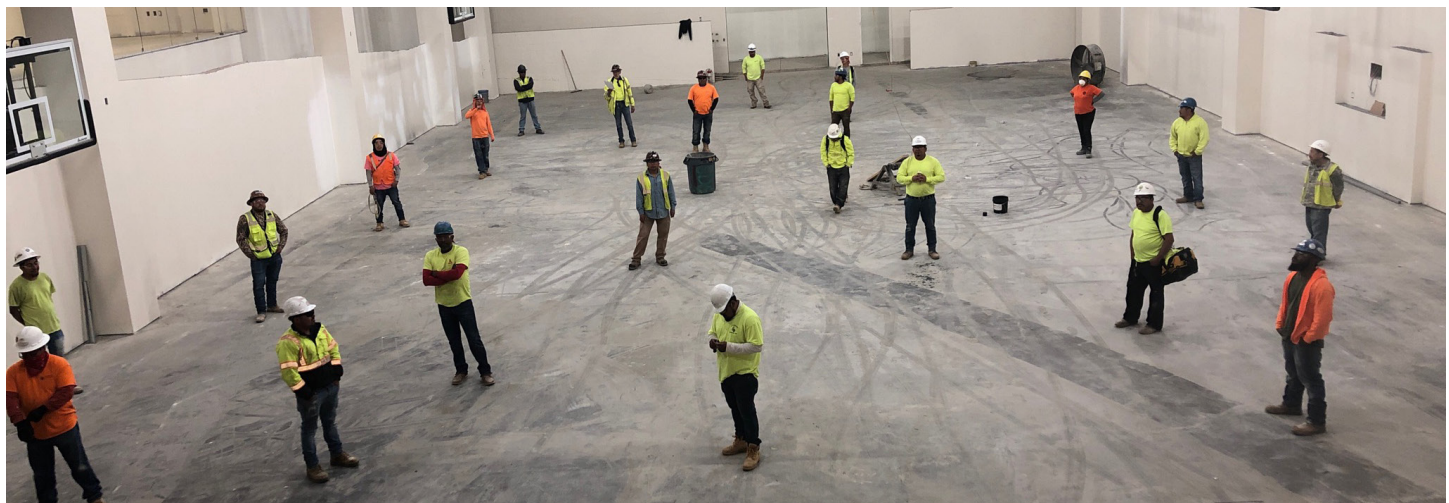
Licensed Builder, State of Michigan

SELECTED RELEVANT EXPERIENCE

- **City of East Lansing**, Department of Public Works Facilities
- **Lansing School District**, Bond and Sinking Fund Program
- **Emergent BioSolutions**, Administrative Offices
- **Gerald R. Ford International Airport**
Terminal and Parking Improvements
Parking Deck Roof
- **New Lothrop Area Public Schools**, Bond Program

Name and Role	Qualifications	Relevant Experience
<p>AMY BAUMER LEED AP BD+C Campaign Support The Christman Company</p>	<p>MPA, Michigan State University BA, Political Theory and Constitutional Democracy, Michigan State University</p>	<p>Lansing School District Bond and Sinking Fund Campaign Support Bath Community Schools Bond Campaign Support Laingsburg Community Schools Bond Campaign Support Fowler Schools Bond Campaign Support</p>
<p>JOE LEHNING PE Civil Engineer C2AE</p>	<p>BS, Civil Engineering, Michigan State University BS, Horticulture, Michigan State University Registered Professional Engineer: Michigan</p>	<p>City of St. John's Police Department Parking Lot City of Grand Ledge Library Parking Lot Reconfiguration Lansing School District Office of School Culture Renovation Kent County Youth Agricultural Association Fairgrounds Relocation</p>
<p>JAMES ETTERS PE Electrical Engineer C2AE</p>	<p>BS, Electrical Engineering, Western Michigan University Registered Professional Engineer: Michigan, New York</p>	<p>City of Lansing START Vehicle Storage Garage City of Portage Multiple Building Assessments Lansing Center Facility Audit City of St. Ignace New Fire Station City of Auburn Fire Station</p>
<p>DOUG DREW PE, CPD Mechanical Engineer C2AE</p>	<p>BS, Aeronautical Engineering, Western Michigan University Registered Professional Engineer: Michigan</p>	<p>Delta Charter Township Building and Site Needs Assessment City of St. Ignace New Fire Station City of Auburn Fire Station State of Michigan Fort Custer Building 2590 Addition, Training Center Physical Fitness Center, Weapons Cleaning Building Addition and New Storage Facility</p>
<p>MANDY MARSH PE, LEED AP Structural Engineer C2AE</p>	<p>BS, Civil Engineering, University of Michigan Registered Professional Engineer: Michigan, New York LEED® Accredited Professional w/Specialty</p>	<p>City of Lansing Police/Courts Consolidation Study and New Fire Station City of Otsego Department of Public Works Building City of Marshall Fire Station Relocation State of Michigan DTMB Vehicle Transportation Services Motor Pool Relocation City of St. Ignace New Fire Station</p>
<p>ERIK CRONK PLA, LEED AP Landscape Architect C2AE</p>	<p>MS, Environmental Design, Michigan State University BS, Landscape Architecture, Michigan State University Professional Landscape Architect: Michigan LEED® Accredited Professional Certified Stormwater Operator</p>	<p>Delta Charter Township Building and Site Needs Assessment City of Rockford Public Safety Building Study and New Facility Delta Township Mount Hope Park Master Plan City of Grand Ledge Library Parking Lot Reconfiguration Lansing BWL REO Town Cogeneration Plant</p>

<p>HANNAH SNYDER IIDA Interior Designer C2AE</p>	<p>BFA, Interior Design, Kendall College of Art & Design International Interior Design Association</p>	<p>City of Cadillac New Municipal Well Field Ph I and II Battle Creek City Hall Front Lobby Renovation Michigan State University Presidential Suite Renovation GreenStone Farm Credit Services Jonesville Branch Lansing School District, Bond and Sinking Fund Programs</p>
<p>CRAIG SCHUBERT AVS, LEED AP Mechanical and Electrical Estimator The Christman Company</p>	<p>BS, HVAC Refrigeration Technology Ferris State University Associate Value Specialist (AVS) Training AutoCAD LEED® Accredited Professional Non-Electrical Engineer Training University of Wisconsin Electrical Systems Design</p>	<p>Delta Charter Township Building and Site Needs Assessment Lansing School District, Bond and Sinking Fund Programs Kent County Human Services Complex City of Mason, City Hall and Police Station County of Fairfax, Mason District Police Station</p>
<p>LUKAS REYNOLDS Architectural and Civil Estimator The Christman Company</p>	<p>MS, Construction Management with a focus on Community Sustainability, Michigan State University BS, Construction Management, Michigan State University</p>	<p>Lansing School District Bond and Sinking Fund Programs State of Michigan Capitol Infrastructure Project Gerald R. Ford International Airport Project Elevate Concourse A and Federal Inspection Station Farm Bureau Insurance Building Renovations</p>
<p>DAN HAMILTON LEED AP BD+C Project Engineer The Christman Company</p>	<p>BS, Construction Management, Michigan State University 30-Hour Safety Training, OSHA Lead RRP Certified Renovator</p>	<p>Lansing School District Bond and Sinking Fund Programs State of Michigan Chesterfield Home for Veterans Michigan State University Music Building Addition Burcham Hills Retirement Community Auto-Owners Insurance South Campus Expansion</p>



Open communication, transparency and accountability are key elements to building a strong team that will deliver your project successfully. As a team, we will hold weekly meetings and daily morning huddles – tracking, updating and reporting completion dates using Last Planner techniques. This will allow us to constantly monitor and track material deliveries, minimizing the amount of staged materials onsite. We also advocate a positive approach to our projects, including the language we use to address issues that arise. Discussing an “opportunity” versus a “problem” goes a long way with job site staff. Foreman are more engaged and ready to help when an opportunity arises.

EXAMPLE PROJECTS AND QUALIFICATIONS



DELTA TOWNSHIP

Facility Study

C2AE and Christman performed a facility needs assessment spanning eight buildings for Delta Charter Township, including the sheriff’s substation. The assessment also included a township administration building, a community center, two fire stations, two parks and maintenance buildings, and an event center.

At each facility, C2AE and Christman identified and prioritized any necessary repairs and renovations, determining the remaining useful life of the buildings and systems, specifying whether any buildings needed to be replaced, and estimating the costs associated with each recommendation. Because of the diverse range of facilities and assets involved in this project, the assessments required a multi-discipline team.



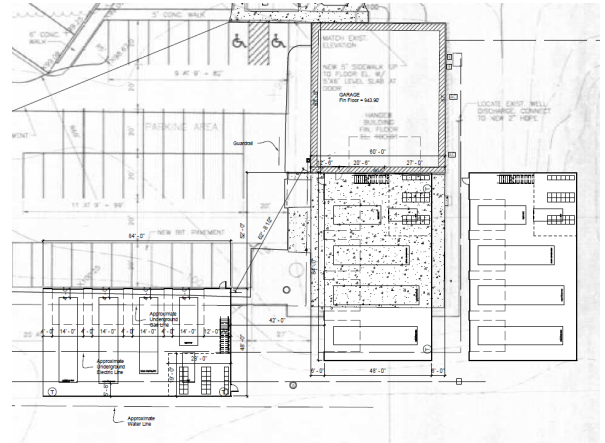
CITY OF HASTINGS

Fire Department Study

The City of Hastings selected C2AE to study the expansion of an existing fire station. This study evaluated the building with regards to its viability for expansion on its existing site as well as additional sites for their suitability as possible alternative locations.

In addition to location, the evaluation considered utilities, topography, traffic flow, site access, future expansion, and alternate uses of the site and recommended a solution. An opinion of construction cost for each option was also provided.

A prototype program was generated based on interviews with firefighters along with City and district staff. The program addressed existing space needs and anticipated requirements based on community growth.



STATE OF MICHIGAN

State Emergency Operations Center

Christman completed a 27,000 s.f. hardened building addition and a 37,000 s.f. renovation to the State of Michigan General Office Building. The addition contains a 7,800 s.f. Emergency Operations Room for the State to monitor and manage State functions when a State of Emergency is declared.

The design of the building complies with Federal Emergency Management Agency (FEMA) requirements and was built to withstand the force of an EF4 tornado. Communications towers with approximately 30 antennas were provided in order for the State to monitor emergencies and stay in communication with various local, state and federal agencies. The building also includes a Sensitive Compartmented Information Facility (SCIF) and an Uninterruptable Power Supply (UPS) as well as redundant heating and cooling water. Christman Constructors, Inc. performed the selective demolition, concrete and general trades work.

When bid, the project was \$3,000,000 over budget. Christman worked with the design team and the State to conduct a collaborative value analysis and cost reduction exercise that brought the project within the State's budget while still achieving key objectives.

CITY OF LANSING

START Vehicle Garage

C2AE is engaged in the ongoing design and construction of a new vehicle storage and maintenance facility for the City of Lansing Police Department's Special Tactics and Rescue Team (START).

The C2AE team is developing two layout options for the facility: one standalone building and one extension to an existing building. Should the budget allow, this space will include mezzanine for lockers and training gear.



CITY OF EAST LANSING

Department of Public Works Facilities

For this project, Christman constructed a new vehicle maintenance and administrative office building for the City of East Lansing, as well as several additional service facilities, including a salt storage facility, fueling station, an impound building, and a cold storage building.

The crew encountered significant challenges with this project after discovering, through soil analysis, that the soil onsite was in very poor condition. The poor soil condition required improvement of a majority of the site prior to construction through pre-augered and bottom feed stone columns.



AIR NATIONAL GUARD


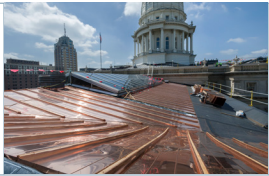




Battle Creek Security Forces Building

C2AE worked with the Battle Creek Air National Guard to renovate the 1990's era Security Forces Building to include updated telecommunications and fire suppression systems, increased boiler capacity, and a new chiller.

A new building addition offers space for administrative offices, training with provisions for firearms simulation, locker rooms, and restrooms. A new mezzanine houses the building systems' equipment. The project also added raised flooring in the training area and an interior courtyard.

Sitework extended storm and sanitary services, renovated the water mains, upgraded primary electrical service, and improved landscaping. Building approaches were modified to facilitate personnel while meeting anti-terrorism/force protection requirements and providing staging areas for deployment.

CHRISTMAN | C2AE EXPERIENCE

	<p>Lansing School District District-wide Bond and Sinking Fund Improvements</p>		<p>State of Michigan Capitol Roof Improvements</p>
	<p>Hastings Public Library</p>		<p>Grand Rapids Community College Multiple Projects</p>
	<p>Bath Community Schools District-wide Bond Improvements</p>		<p>Cornerstone University Multiple Projects</p>



LANSING SCHOOL DISTRICT

District-wide Bond and Sinking Fund Improvements

The Lansing School District partnered with Christman for leadership of bond issue development, bond campaign and implementation for its 2016 bond issue, which was approved by more than 60 percent of voters. With C2AE as their chosen design firm, the district has been working to improve more than 2 million s.f. in 27 school buildings.

In September 2018, Christman and C2AE assessed the remaining district facility needs. We provided the district with a prioritized list of projects to be completed in preparation for a sinking fund proposal to go before voters in May 2019. With voter approval of that proposal, we are also completing boiler and water heater replacements, roof and exterior lighting repairs or replacement, sidewalk repairs and other exterior upgrades throughout the district over the next 10 years.



REFERENCES

Andy Kilpatrick

Public Services Director
City of Lansing
517.483.4248

Thad Beard

City Manager
City of Rockford
616.866.1537

Jamie Davies

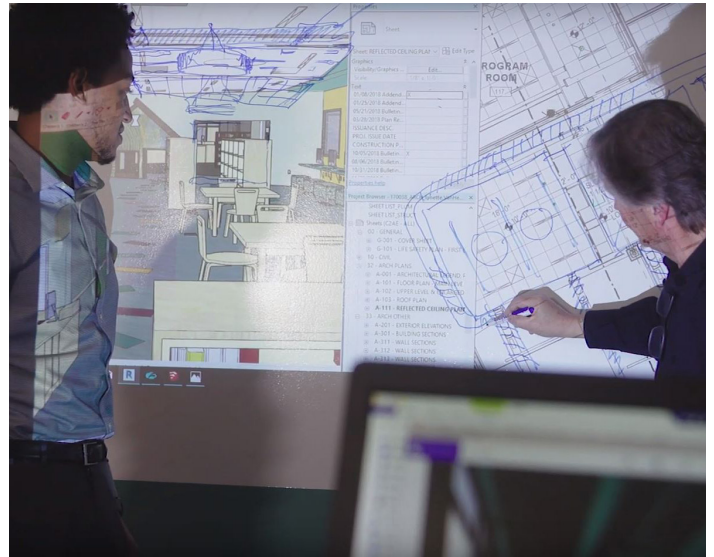
Department of Public Services
City of Rockford
616.893.0938

Tim Hall

Project Director
Michigan Department of Technology,
Management and Budget
517-881-4173

Jon Laing

Chief Financial Officer
Lansing School District
517-455-5856



PROJECT UNDERSTANDING AND APPROACH



The current facility in Delta Township that Eaton County leases as a substation for the Sheriff's Department.

PROJECT UNDERSTANDING

Delta Township currently provides and maintains a building that is leased by Eaton County as a substation for the Eaton County Sheriff's Department (ECSD). The location is well suited to provide coverage for the northeast corner of the county, which includes not only Delta Township but also Grand Ledge and the M43 corridor. The existing building was constructed in 1982 and is located directly north of the Delta Township administration building. The site is bounded by township uses to the east, west, and south with a wetland located to the north. The location provides excellent access to both M43 and I-96. The 7,000 s.f. building houses 33 staff, 21 of which are deputies. The building provides limited covered parking for police vehicles and limited storage space. While there is interview and interrogation space, there are no holding facilities. Since moving in, the number of staff at the building has grown, and the amount of use it sees has increased. In addition, the building is in need of approximately \$2 million in renovations over the next two to five years.

The need to upgrade the facility, coupled with increased use and staffing, has prompted the township to prioritize the replacement of this facility, either on this site or at another site within the township.

PROJECT APPROACH

Christman | C2AE's approach to this project will have three major phases. The first phase will be Programming and Concept Development. This phase is the lead-up to placing a ballot measure out for voter approval. Following successful passage of the ballot measure will be Design Finalization. The end of Design Finalization will be the beginning of the third phase, Design Implementation/Construction.

Programming and Concept Development

Following a kick off meeting with all stakeholders in the project, Christman | C2AE will conduct a review of the existing site and building to confirm our initial findings and document any changes. We will also secure any existing documentation the township has on the building and site. In addition, the team will conduct a series of preliminary meetings with ECSD to confirm the number, size, and types of spaces to be included in the new building. The discussions will include considerations for future growth, so this possibility can be planned for, even if not implemented, at this time. The meetings will also discuss the site criteria, such as open or covered parking and any required storage outbuildings. These meetings will help develop a project program for the new building and site. Only by knowing the project program can an evaluation of the existing site and building, and any other buildings and sites, be undertaken. Once the project program is confirmed, a conceptual budget will be developed to ensure both the township's budget expectations are met and the ECSD expectations for lease costs are met. If necessary, the project program will be revised to reduce the costs as required.

Working with the township and ECSD, the team will use the program to then identify potential sites for the new substation. For sites without buildings or buildings that are intended to be demolished, the team will evaluate the site constraints to see if it meets the program criteria. Typical criteria will include site size, topography, soils, available utilities, and location-relative access to major roads. For those sites with buildings on them worth considering, the team will conduct a preliminary evaluation of the building to determine if it can be modified or added on to as required to achieve the project program. The standardized evaluation method will ensure the sites are viewed through the same lens in order to provide an “apples to apples” comparison of potential sites. Reusing an existing building that is in good condition is a sustainable, cost effective approach. In addition to the evaluation criteria, a conceptual budget will be assigned to each building and site to assist in the evaluation process. This conceptual budget will be based on the overall program area, but it will also be site-specific to include building demolition costs and site upgrade costs, including any necessary utility upgrades. Site acquisition costs will also be included. (Please see sample concept budget on the following page.) The team will meet with stakeholders and review the assessments, ranking, and conceptual budget and will finalize the preferred site to move into conceptual design.

Following the selection of the preferred building and/or site for the substation, the team will develop conceptual floor plan and site plan options that are based on the program as previously developed. The options will consider any existing structures or site amenities that could be reused. Once options with conceptual budgets are developed, the team will review them with the stakeholders, and a preferred concept will be selected. That option will then be refined and the conceptual budget finalized. The township should strive to provide enough in the concept to allow voters to be informed but stop short of providing too much detail for voters to be critical. The township will be asking the residents to agree that the existing substation is inadequate and that a new or relocated substation is needed to maintain and enhance the services that ECSD provides. (See Sample Conceptual Plan, on the following page.)



For those sites with buildings on them worth considering, the team will conduct a preliminary evaluation of the building to determine if it can be modified or added on to as required to achieve the project program.

Sample Conceptual Plan



When the final concept and budget is prepared, the team will assist the township in developing a process that gets the information out to the community and work to identify the community leaders that will advocate for a successful vote. The team will provide data and graphics for the township to use.

We offer comprehensive pre-election services that cover the spectrum from information to advocacy, involving both internal and external stakeholder engagement. Recognizing that every community is unique and offers different opportunities for engagement, we understand that the bond process is about finding the right combination of activities to align with the needs of the community. We will come aboard to help develop strategy to support informational and/or advocacy campaign teams and promote a unified vision for this project.

Our team is available to work alongside you to help implement comprehensive public relations strategy and to achieve positive recognition for your bond program. We pride ourselves on developing a deep and genuine connection with your community during this process. We will empower volunteers to make this effort their own and rally the rest of the community to vote in support of the project and the Township’s vision.

Our pre-election services are designed to target “yes” voters among internal and external stakeholders, creating a bond campaign that is truly unique and specific to Delta Township voters. Pre-election strategies include:

- Stakeholder identification
- Organizational tools to maximize media, get-out-the-vote activities, and events to engage the larger community
- Door-to-door smart phone application for efficient and effective door-to-door outreach
- Voter list and “yes” voter tracking tools
- Absentee voter strategies to engage “yes” votes
- General election awareness
- Voter registration campaigns
- Community forums
- Media coverage tools

Design Finalization

PROJECT KICKOFF

Upon approval of the vote, the team will schedule a design kick off meeting with a steering team. This team is responsible for final approval of project goals, overall design direction and budget. It should include the design and construction team and members from Eaton County and Delta Township who will be involved throughout the project. We recommend the township manager, township engineer,



Sample materials and activities from past successful bond campaigns. We find the right combination of activities to align with the needs of the community.

and representatives from the county and/or sheriff's department be among the team members. Inclusion of one or two board members would ensure that the board is kept apprised of progress. This steering committee would guide the design and construction team, and they would report to the township board.

At the kick off meeting, the team will reconfirm the scope, review the schedule for design, and determine any township standards for manufacturers or materials. The team will also conduct an internal kick off meeting with our entire design team. Following the kick off meetings, Christman | C2AE will be on site to conduct a more focused field investigation of the site and any existing buildings. We will assist the township in coordinating geotechnical investigation and topographic surveys.

DESIGN STARTS...

Christman | C2AE will work with the steering committee to determine the final design for the project elements—bringing in additional staff such as maintenance, occupants, and other user groups as needed. Township and county staff will have the opportunity to meet C2AE's architects, engineers, and designers to discuss design direction and decisions.

The design process will start by finalizing the design developed during the programming and concept development phase. We call this "schematic design," and it's the time for big design decisions. All aspects of the design will be continually refined, from layout to materials, building systems to energy efficiency, and sustainability to aesthetics. Decisions made by the steering committee will be based on drawings, specifications, and samples provided by the Christman | C2AE team. Christman | C2AE will meet with the steering team during the process to provide updates on design progress and discuss outstanding issues. We will continually revise the estimate of the project cost. Internal quality control reviews will take place. At the end of each phase, Christman | C2AE will review the design with the steering committee and ask for approval to proceed into the next phase.

...AND CONTINUES, GETTING REFINED

This process will be repeated for design development and construction documents. With each phase, more detail will be added and refined. During design development, building systems are finalized and approved. When the design reaches the construction documents phase, the final details and sequences are added to the project. To keep within budget, major design changes should be



At the kick off meeting, the team will reconfirm the scope, review the schedule for design, and determine any township standards for manufacturers or materials.

minimized throughout the project; the later that changes are made, the more expensive the change will be. Cost estimates and schedules will be updated to reflect the current design.

In addition to the standard milestone cost estimates at Schematic Design, Design Development and at the Construction Document stage, our team will continuously estimate value-added options or proposals. Throughout the pre-construction phases, we will track all scope changes, value engineering proposals and alternates in our value analysis log. This tool allows the team to know where the project stands in relation to budget at all times. It gives the project decision-makers and project team the cost implications of design and provides an evaluation of each item. For example, it clarifies how a proposal impacts initial cost, life-cycle cost, user comfort, operating and maintenance costs, sustainability and other factors.

As construction documents are completed, Christman | C2AE will review bidder work scopes to prepare the project for bidding. We also submit the bid documents for plan review. Depending on the project scope, Christman | C2AE recommends submitting for site plan approval around the end of Design Development.

Construction

The Christman | C2AE team will seek to help everyone involved with the project succeed. We promote both transparency and accountability, and we will take a "no surprises" approach to communications and reporting. On our projects, dialogue among the team is constant, information is readily available to everyone at all times,

and the team proactively identifies challenges and then tackles them together. The care we take in planning the project is reflected in our deliberate execution of the plan once work is underway and serves as a guarantee for success for Delta Township. Construction phase services will include:

- **Complete and comprehensive bidding processes:** Delta Township will be fully informed and involved throughout the bidding and trade contractor award processes. The Christman | C2AE team will comply with all public bidding requirements and ensure all proposing contractors are qualified to perform the work in their respective categories. We will ensure they are safe and financially strong contractors. Bidders will understand our rigorous expectations, and they respect our fair and complete process.
- **Proactive safety leadership:** Every morning, our project superintendent will hold safety huddles with all individuals on-site—ensuring communication, recognizing risks and hazards and promptly mitigating safety hazards. Prior to work, mandatory safety orientation and an in-depth review of project-specific rules sends a clear message of safety to each worker on the site.
- **Proactive field management:** We will use our proven tools and techniques to promote frequent and effective communication as well as accuracy of all documents, especially when tracking RFIs, submittals, materials, changes and issues on the project. Reporting of changes, quoting, seeking approvals for change orders, billings, budgets and proper projections of contingencies will be accurate and available in real time for Delta Township to access. We use Procore to make punch lists, quality, safety and other necessary inspections easy and efficient by allowing all project team members to annotate the construction document floor plans with new items, pictures, assign responsible parties and close out items right from the field.

Quality Management

Christman | C2AE's Quality Assurance and Control (QA/C) plan for projects spans the entire construction process and consists of four stages:

- Stage 1: Define work properly
- Stage 2: Select capable trade contractors
- Stage 3: Communicate quality standards/expectations
- Stage 4: Manage quality continuously

Stage 1 of the QA/C program focuses on transforming the construction documents (drawings and specifications) and transforming them into bidding documents with work category descriptions, site logistic plans, phasing and sequencing documents, and construction schedules. We will work to understand Delta Township's expectations, anticipate potential quality issues, and plan the work accordingly. We will develop a quality control plan specific to the requirements and materials that are to be used for this project.

During **Stage 2**, we will carefully communicate with prospective trade contractors to ensure they are capable and qualified to meet project demands. Delta Township is encouraged to provide input on bidder solicitation and trade contractor qualifications and to participate in post-bid interviews as well.

During **Stage 3**, we will finalize a project-specific QA/C plan that guides our team's quality leadership efforts. We will ensure quality standards are clear to each trade contractor, taking care to answer all of their questions thoroughly. Effectively preparing each trade contractor will reduce the risk of costly interruptions and rework during construction, and pave the way for on-time delivery of a facility that meets the established quality standards.

During **Stage 4**, which covers the physical construction period, we will monitor installation activities daily to ensure high standards of quality are met in both the construction process and the finished product. We will also perform or oversee specified inspections and tests to provide assurance that the building's structure and systems are sound, durable, and perform to the expectation of the Township.

This four-stage approach to assuring quality on the Delta Township Sheriff Substation project will provide us with multiple opportunities to identify and correct potential quality problems before any work has been put in place. Through our commitment to thoroughly understanding the project, proactively communicating quality standards to the trade contractors, and following through to ensure those standards are met, the Christman | C2AE team will provide dependable and proven leadership in quality assurance.

AUTHORIZED NEGOTIATIONS

The following individuals are authorized to negotiate proposed contracts with Delta Township:

John A. Holmstrom
517-482-1488
john.holmstrom@christmanco.com

Steven F. Roznowski
517-482-1488
steve.roznowski@christmanco.com

PROPOSED SCHEDULE FOR PROVIDING SERVICES

Please see our preliminary schedule following.

INSURANCE

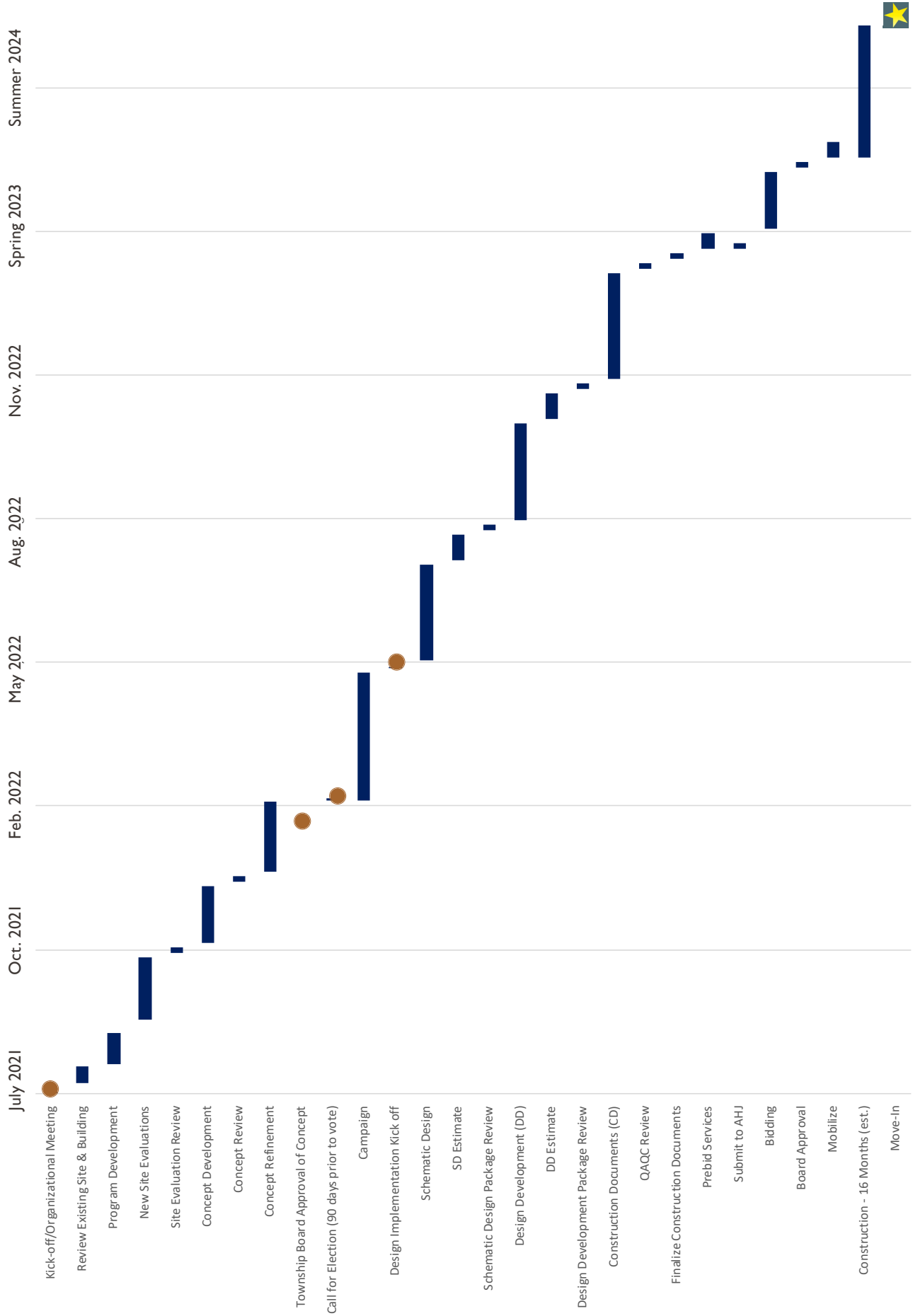
Please see our insurance certificates following.

DISCLOSURE

Christman has no known conflicts of interest.

C2AE acknowledges that Ernie West, PE, is a former employee of C2AE. We do not view this as a conflict of interest.

PRELIMINARY SCHEDULE





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/28/2021

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 have ADDITIONAL INSURED provisions or 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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C. No. Ext): 1-877-945-7378 FAX (A/C. No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED The Christman Company 208 N. Capitol Ave Lansing, MI 48933	INSURER A: Liberty Mutual Fire Insurance Company	NAIC # 23035
	INSURER B: XL Specialty Insurance Company	NAIC # 37885
	INSURER C: Indian Harbor Insurance Company	NAIC # 36940
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W20749795

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	TB2-641-444965-010	05/01/2020	05/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Y	AS2-641-444965-020	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US00057798LI20A	05/01/2020	05/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability			CE0742019905	05/01/2020	05/01/2021	Each Claim Limit: \$5,000,000 Policy Agg. Limit: \$10,000,000

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

This Voids and Replaces Previously Issued Certificate Dated 04/28/2021 WITH ID: W20746247.

Delta Township, including all elected and appointed officials, all employees and volunteers, all board, commissions and/or authorities and their board members, including employees and volunteers thereof are included as Additional Insureds as respects to General Liability Where Required By Contract.

CERTIFICATE HOLDER**CANCELLATION**

Delta Township Attention: Ernest A. West, P.E., Township Engineer 7710 West Saginaw Highway Lansing, MI 48917	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 <i>Charles T. Draper</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED The Christman Company 208 N. Capitol Ave Lansing, MI 48933	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Delta Township, including all elected and appointed officials, all employees and volunteers, all board, commissions and/or authorities and their board members, including employees and volunteers thereof are included as Additional Insureds as respects to Auto Liability.



AIA[®] Document A141[™] – 2014 Exhibit B

Insurance and Bonds

for the following PROJECT:

(Name and location or address)

The Owner's 2021 Sheriff Substation Rebuild Project as described in the Owner's Request for Statement of Qualifications dated April 6, 2021, and Owner approved portions of the Design Builder's Qualifications dated May 3, 2021, in accordance with the Owner's fixed budget, the approved plans and specifications, and as otherwise approved by the Owner.

THE OWNER:

(Name, legal status and address)

Delta Charter Township
7710 West Saginaw Highway
Lansing, Michigan 48917

THE DESIGN-BUILDER:

(Name, legal status and address)

The Christman Company
208 North Capitol Avenue
Lansing, Michigan 48933
Telephone: (517) 482-1488

THE AGREEMENT

This Insurance Exhibit is part of the accompanying agreement for the Project, between the Owner and the Design-Builder (hereinafter, the Agreement), dated the _____ day of June in the year Two Thousand Twenty One.

(In words, indicate day, month and year.)

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 DESIGN BUILDER'S INSURANCE AND BONDS**
- B.3 OWNER'S INSURANCE**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Exhibit B. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

ARTICLE B.2 DESIGN BUILDER'S INSURANCE AND BONDS

§ B.2.1 The Design-Builder shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance from the commencement of services related to the Project until either: (i) if

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

occurrence-based, until the expiration of the period for correction of Work as set forth in Section 11.2.2.1 of the Agreement, unless a different duration is stated below: (If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.) or (ii) if claims-made, until seven (7) years following Substantial Completion of the Project, except where a longer duration is stated below.

§ **B.2.1.1** Commercial General Liability with policy limits of not less than Five Million Dollars (\$ 5,000,000) for each occurrence and Ten Million Dollars (\$ 10,000,000) in the aggregate, with such aggregate applicable per project, using the current edition of ISO CG0001 or equivalent providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury;
- .3 damages because of injury to or destruction of tangible property;
- .4 bodily injury or property damage arising out of completed ~~operations~~; operations maintained for the full term of the statute of repose; and
- .5 contractual liability applicable to the Design-Builder's obligations under Section 3.1.14 of the Agreement.

§ **B.2.1.2** Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than Five Million Dollars (\$ 5,000,000) per claim and Ten Million Dollars (\$ 10,000,000) in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section B.2.1.2, along with any other statutorily required automobile coverage.

§ **B.2.1.3** The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections B.2.1.1 and B.2.1.2.

§ **B.2.1.4** Workers' Compensation with at least statutory limits.

§ **B.2.1.5** Employers' Liability with policy limits as provided below:

One Million Dollars (\$1,000,000) per claim and in the aggregate.

§ **B.2.1.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five Million Dollars (\$ 5,000,000) per claim and Ten Million Dollars (\$ 10,000,000) in the aggregate.

§ **B.2.1.7** Pollution Liability covering performance of the Work, with policy limits of not less than Five Million Dollars (\$ 5,000,000) per claim and Ten Million Dollars (\$ 10,000,000) in the aggregate. Completed operations pollution coverage to be maintained for the full term of the statute of repose.

§ **B.2.1.7.1** The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections B.2.1.6 and B.2.1.7, with combined policy limits that are not less than Five Million Dollars (\$ 5,000,000) per claim and Ten Million Dollars (\$ 10,000,000) in the aggregate.

§ **B.2.1.8** The Design-Builder shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Article B.2. The Design-Builder shall provide such written notice within five (5) business days of the date the Design-Builder is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first. The insurances required under this Article B.2 shall contain a provision that coverages will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

§ **B.2.1.9 Additional Insured Obligations.** The Owner and its ~~consultants, employees, officials, board members, consultants~~ and contractors shall be additional insureds on the Design-Builder's primary and

Init.

excess insurance policies for Commercial General Liability, Automobile Liability and Pollution Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. ~~The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement.~~ If Design-Builder has in force any insurance coverage in limits higher than the minimums required herein or broader than the insurance terms required herein, such insurance shall insure and be available to the additional insureds as if such limits and terms were required herein.

§ B.2.1.10 Certificates of Insurance. The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.2: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 of the Agreement and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section B.2.1. The certificates will show the Owner and its consultants and contractors as additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability, and Pollution Liability. Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or both, shall be furnished by the Design-Builder with reasonable promptness.

§ B.2.2 Performance Bond and Payment Bond

The Design-Builder shall provide surety bonds as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
<u>Performance Bond</u>	<u>100% of the Contract sum</u>
<u>Payment Bond</u>	<u>100% of the Contract sum</u>

§ B.2.2.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE B.3 OWNER'S INSURANCE

§ B.3.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ B.3.2 Property Insurance

§ B.3.2.1 Unless otherwise provided, ~~at the time of execution of the Design-Build Amendment, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent 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 without optional deductibles. If any construction that is part of the Work shall commence prior to execution of the Design-Build Amendment, the Owner shall, prior to commencement of construction, purchase and maintain property insurance as described above in an amount sufficient to cover the total value of the Work at the site on a replacement cost basis without optional deductibles. The insurance required under this section shall include interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or Project and others that the Owner deems appropriate. The property insurance may be maintained, unless otherwise~~ agreed in writing by all persons and entities who are beneficiaries of the insurance, until the Owner has issued a Certificate of Substantial Completion in accordance with Section 9.8 of the Agreement. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner ~~shall~~ may replace the insurance policy required under this Section B.3.2 with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 11.2.2 of the Agreement.

§ **B.3.2.1.1** The insurance ~~required~~ under Section B.3.2.1 shall include, without limitation, insurance against 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 legal requirements, and shall cover reasonable compensation for the Design-Builder's services and expenses required as a result of such insured loss.

§ **B.3.2.1.2** If the insurance ~~required~~ under Section B.3.2.1 requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ **B.3.2.1.3** The insurance ~~required~~ under Section B.3.2.1 ~~shall~~ may cover portions of the Work stored off the site, and also portions of the Work in transit.

§ **B.3.2.1.4** Partial occupancy or use in accordance with Section 9.9 of the Agreement shall not commence until the insurance company or companies providing the insurance ~~required under Section B.3.2.1~~ under Section B.3.2.1, if any, have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ **B.3.2.2 Boiler and Machinery Insurance.** The Owner ~~shall~~ may purchase and maintain boiler and machinery insurance, which shall specifically cover commissioning, testing, or breakdown of equipment required by the Work, if not covered by the insurance ~~required~~ in Section B.3.2.1. This insurance shall include the interests of the Owner, Design-Builder, Architect, Consultants, Contractor and Subcontractors in the Work, and the Owner and Design-Builder shall be named insureds.

§ **B.3.2.3** If the Owner does not intend to purchase the insurance ~~required~~ under Sections B.3.2.1 and B.3.2.2 with all of the coverages in the amounts described above, the Owner ~~shall~~ shall, upon the Design-Builder's written request, inform the Design-Builder in writing prior to any construction that is part of the Work. The Design-Builder may then obtain insurance that will protect the interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Work. ~~The cost of the insurance shall be charged to the Owner by an appropriate Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, the Owner shall bear all reasonable costs and damages attributable thereto.~~

§ **B.3.2.4 Loss of Use Insurance.** At the Owner's option, the Owner may purchase and maintain insurance to insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. ~~The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, including consequential losses due to fire or other hazards covered under the property insurance required under this Exhibit B to the Agreement.~~

§ **B.3.2.5** ~~If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section B.3.2.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.~~

§ **B.3.2.6** Before an exposure to loss may occur, the Owner shall file with the Design-Builder a copy of each policy that includes insurance coverages required by this Section B.3.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Design-Builder of the cancellation or expiration of any insurance required by this Article B.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ **B.3.2.7 Waivers of Subrogation.** ~~The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subconsultants, contractors and subcontractors, agents and employees, each of the other, and (2) any~~

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~~separate contractors described in Section 5.13 of the Agreement, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section B.3.2 or other property insurance applicable to the Work and completed construction, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Design Builder, as appropriate, shall require of the separate contractors described in Section 5.13 of the Agreement, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.~~

§ Any reference in the Agreement or its exhibits to a waiver of subrogation rights by the Owner or the Owner's insurance company, or such similar terms, are hereby deleted and shall have no effect.

§ B.3.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section B.3.2.10. The Design-Builder shall pay the Architect, Consultants and Contractors their just shares of insurance proceeds received by the Design-Builder, and by appropriate agreements, written where legally required for validity, the Design-Builder shall require the Architect, Consultants and Contractors to make payments to their consultants and subcontractors in similar manner.

§ B.3.2.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Design-Builder. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Design-Builder after notification of a Change in the Work in accordance with Article 6 of the Agreement.

§ B.3.2.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of a loss to the Owner's exercise of this power. If an objection is made, the dispute shall be resolved in the manner selected by the Owner and Design-Builder as the method of binding dispute resolution in the Agreement. If the Owner and Design-Builder have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Modified: 08/04/21; 3:59pm

August 9, 2021

Ernest A. West, P.E.
 Township Engineer
 Delta Township Engineering Department
 7710 West Saginaw Highway
 Lansing, MI 48917-8974

RE: Exhibit C to AIA Document A141 – 2014 as modified

Proposal for Design/Build Services for Delta Township Sheriff Substation Project

Dear Mr. West:

Scope of Services:

The Christman Company and C2AE are pleased to provide this proposal for Design/Build Services for Phase I Pre-Election Services.

1. Phase I commences at the approval of the AIA Document A141-2014 Agreement between Owner and Design Builder as modified and ends upon approval of funding for Phase 2 of the project. During Phase I the project scope will be further defined and a subsequent proposal will be submitted for Phase 2 services.
2. Phase I Tasks shall be:
 - a. Work with the Owner to identify and analyze between five (5) and seven (7) site options and choose the location that bests meets the Owner’s long term operational needs.
 - b. Complete a needs assessment with consultation from Township and Eaton County Sheriff staff.
 - c. Complete Schematic Design (SD) documents for review by the Owner.
 - d. Develop a cost estimate that will be used to structure a millage request.
3. Phase I Budget:

CM Services (The Christman Company)	\$25,400
A/E Services (C2AE Architecture Engineering)	\$60,000
Real Estate Broker (Martin Commercial Properties, Inc.)	\$10,000
Reimbursable Expenses	\$1,950
Overhead and Profit	\$3,500
Phase I Budget Total	\$100,850

- a. The hourly billing rates for services of the Construction Manager will be:
 - i. Project Executive: \$135.00 / hour
 - ii. Direct of Project Planning: \$104.00 / hour
 - iii. Conceptual Estimator: \$65.00 / hour
 - iv. Senior Estimator – Mechanical: \$82.00 / hour
 - v. Senior Estimator – Electrical: \$82.00 / hour
 - vi. Project Engineer: \$65.00 / hour
 - vii. Estimating Engineer: \$55.00 / hour
 - viii. Accountant: \$60.00 / hour
 - ix. Clerical: \$42.00 / hour

 - b. The hourly billing rates for services of the Architect/Engineer will be:
 - i. Eng./Arch./Landscape Arch. (A8): \$250.00 / hour
 - ii. Eng./Arch./Landscape Arch. (A7): \$200.00 / hour
 - iii. Eng./Arch./Landscape Arch. (A6): \$190.00 / hour
 - iv. Eng./Arch./Landscape Arch. (A5): \$180.00 / hour
 - v. Eng./Arch./Landscape Arch. (A4): \$168.00 / hour
 - vi. Eng./Arch./Landscape Arch. (A3): \$152.00 / hour
 - vii. Eng./Arch./Landscape Arch. (A2): \$131.00 / hour
 - viii. Eng./Arch./Landscape Arch. (A1): \$109.00 / hour
 - ix. Arch./Eng. Designer (TA-4): \$152.00 / hour
 - x. Arch./Eng. Designer (TA-3): \$131.00 / hour
 - xi. Arch./Eng. Designer (TA-2): \$109.00 / hour
 - xii. Arch./Eng. Designer (TA-1): \$87.00 / hour
 - xiii. Administrative (C3): \$87.00 / hour
 - xiv. Administrative (C2): \$65.00 / hour
 - xv. Administrative (C1): \$55.00 / hour

 - c. Real Estate Broker (Martin Commercial Properties, Inc.):
 - i. For any transaction involving purchase of a site from a third-party other than Christman, the Broker shall receive a commission of:
 1. 8% for the first \$250,000 of the Purchase Price; and
 2. 6% for any amount of the Purchase Price exceeding \$250,000.
 - ii. For a transaction involving the use of Township- or Christman-owned land, the Broker shall receive a lump sum consulting fee of \$10,000.

 - d. Reimbursable Expenses:
 - i. Printing / Document Reproduction: \$500
 - ii. Commercial General Liability Insurance: \$650
 - iii. Technology: \$800
4. Exceptions & Exclusions. This proposal does not include costs for Phase 2 Post Election tasks. Also, additional professional services for Phase 1 and Phase 2 are by mutual selection of Owner and Design/Builder. Anticipated or possible additional professional services are:
- a. Surveying
 - b. Soil and Geotechnical Engineering Services
 - c. Wetlands Analysis
 - d. Industrial Hygienist

- e. Hazardous Material Abatement
- f. Construction Material Testing
- g. Third Party Commissioning

DELTA TOWNSHIP BOARD AGENDA ITEM

TO: Supervisor Kenneth R. Fletcher and Delta Township Board
FROM: Suzanne Schulz, AICP
Urban Planning Practice Leader
DATE: August 12, 2021
SUBJECT: DELTA TOWNSHIP CORRIDOR IMPROVEMENT AUTHORITY BYLAWS

The Recodified Tax Increment Financing Act (PA 57 of 2018) requires that the Corridor Improvement Authority Board “shall adopt rules governing its procedure and the holding of regular meetings, subject to the approval of the governing body.” The Authority Board met on July 12th and again on August 9th to review and discuss bylaws. At the first meeting, the Board reviewed a draft and modifications were made. Public comment was also received. This input was discussed at their August meeting and an additional edit incorporated. The Township Board is now being asked to review and approve the Authority Board’s bylaws.

Modifications to Original Draft

The Corridor Improvement Authority reviewed proposed bylaws at its first meeting on July 12, 2021. Some modifications were requested. These changes are summarized as follows:

- “West Saginaw Highway Corridor Improvement Authority” name was modified to read “Delta Township Saginaw Highway Corridor Improvement Authority”
- Article II (C) (2) A board member may provide information as to why a conflict may or may not exist. (*This was added because even though a business may be across the street from a property being discussed, it would not change the member’s opinion about the matter.*)
- Article II (C) (3) The Authority Board may determine whether a member has a conflict. (*Too many bright lines on conflict without some discussion then recusals may affect the ability to conduct business. This provides the opportunity for open discussion in determining whether a conflict exists.*)
- Article III (A) Terms were changed to one year, with an ascendancy model to allow for progression. Language was added to allow for a supplemental officer position of Past Chair for continuity and/or special projects.
- Article V (A) Language was generalized pertaining to the calendar.
- Article VI (A) Public comment is allowed at the beginning of the meeting on matters for which a public hearing is not held but is on the agenda.

Modification to Second Draft

Based on public comment received, one additional modification was made to the Authority Board’s bylaws at their meeting on August 9, 2021. In Article II (D) (1), wording was changed from “any Authority Board member” to “the Executive Committee” to insure appropriate checks and balances. Public comment is included in Attachment B.

Request for Action

"The Township Board is asked to approve the Bylaws as written for the Delta Township Corridor Improvement Authority. Approval of the Bylaws will allow the Authority Board to elect officers and to take official action on matters before them."

ATTACHMENT A

DELTA TOWNSHIP SAGINAW HIGHWAY CORRIDOR IMPROVEMENT AUTHORITY BOARD BYLAWS – 08/12/2021

ARTICLE I – PURPOSE

- A. These rules are adopted by the Delta Township Saginaw Highway Corridor Improvement Authority Board ("the Authority Board") to comply with the requirements outlined in Part 6 of PA 57 of 2018, being the Recodified Tax Increment Financing Act, (M.C.L. 125.4602 et seq.), hereinafter "the Act." They are designed to facilitate the performance of the Board's duties in an efficient manner.

ARTICLE II – MEMBERSHIP

- A. **Appointment of Members.** The Authority Board shall consist of nine (9) members, including the Supervisor or his or her assignee and up to eight (8) other members. As required by the Act, a majority of the members shall have an ownership or business interest in property located in the development area. At least one (1) of the members shall be a resident of the development area or of an area within 1/2 mile of any part of the development area.
1. *Appointment.* Nominated members shall be appointed by the Supervisor, subject to the approval of the Township Board.
 2. *Term of Office.* Of the initial members appointed, two terms shall expire on July 1, 2022, two terms shall expire on July 1, 2023, two terms shall expire on July 1, 2024, and three shall expire on July 1, 2025. Thereafter, each member shall serve for a term of four (4) years. A member shall hold office until the member's successor is appointed. An appointment to fill a vacancy shall be made by the Supervisor subject to approval of the Township Board and shall be for the unexpired term only. Before assuming the duties of office, a member shall qualify by taking and subscribing to the constitutional oath of office.
 3. *Compensation.* Members shall serve without compensation but shall be reimbursed for actual and necessary expenses.
- B. **Committees.** The Chair or Authority Board may establish and appoint committees of the Board and advisory committees, as deemed necessary. Membership on advisory committees may include members of the Authority Board, provided a quorum is not present, as well as others who are more knowledgeable about a particular issue and/or better represent various interests.
- C. **Conflict of Interest.** Each member of the Delta Township Saginaw Highway Corridor Improvement Authority Board shall avoid conflicts of interest:
1. *Typical Conflict Situations.* A member shall not participate in the formal discussion and/or vote, discuss the merits informally with any other member, or otherwise attempt to influence a decision on a matter which:
 - a. Directly involves property he or she owns or leases as tenant, or property his or her employer owns or leases as tenant.
 - b. Involves a project or work on land adjacent to or immediately across the street from property referred to in 1.a. above.

- c. Involves a corporation, company, partnership, or any other entity in which he or she is a part owner, or any other relationship where he or she may stand to have a financial gain or loss.
 - d. Involves potential financial benefit or loss to him or her, or to any family member stated in I.e. below, as a result of any decision or recommendation made by the Authority Board.
 - e. Involves his or her spouse, children, step-children, grandchildren, parents, brothers, sisters, grandparents, parents-in-law, or members of his or her household.
 - f. Involves his or her employee or employer who:
 - i. Is an applicant or agent for an applicant, or
 - ii. Has a direct interest in the outcome.
 - g. Involves a project on which he or she has acted as, is currently acting as, or is a candidate to act as, a professional paid consultant.
2. *Disclosure of Possible Conflict.* Each member shall disclose any potential conflicts of interest prior to the presentation of the applicable agenda item. In their disclosure, they may provide information as to why or why not a real or perceived conflict may exist.
 3. *Determining a Conflict.* The question shall be put before the Authority Board as to whether a conflict exists. A majority vote of the remaining members of the Authority Board shall make the determination if a conflict is present.
 4. *Consultation with Board's Legal Counsel.* The Authority Board may consult and consider the advice of the Authority Board's legal counsel regarding possible conflicts of interest.
 5. *No Pre-Disclosure.* In those instances where the conflict or possible conflict is not evident to the member until the presentation of the agenda item is in progress or has been completed, the member shall promptly advise the Chair, and all other pending business shall be suspended until the potential conflict is decided.
 6. *Conflict of Interest Exists.* Where a conflict of interest is determined to exist, the affected member shall cease to participate in discussion on the subject item and may be asked, at the Chair's discretion, to leave the room until that agenda item is concluded. If a conflict of interest exists but the Authority Board has already voted on the matter, the vote of the member who had a conflict of interest shall be void, and the Recording Secretary shall have the minutes reflect both the original vote and the amended vote, with a notation as to why the vote was amended. If the voided vote causes the result of the Authority Board vote to change (either resulting in a tie vote, or changing from a tie vote), then the Authority Board shall take another vote on the matter and engage in as much additional discussion as may be appropriate prior to such second vote.
 7. *No Conflict of Interest Exists.* Where no conflict of interest is determined to exist, the affected member shall participate in discussion and shall vote on the agenda item. It is not permissible for a member to abstain on any matter, except where there is a conflict of interest.
 8. *Voting with Conflict of Interest.* Knowingly voting on any matter in which a member has a conflict of interest shall constitute malfeasance of office.

D. Removal from Authority Board. The Township Board may remove a member of the Board from office, for any of the following reasons:

1. *Misfeasance, or Nonfeasance of Office.* If any member performs a lawful act in a wrongful manner (malfeasance), performs a wrongful or unlawful act as a public official (misfeasance), or fails to act when a duty to act existed (nonfeasance). Any of these shall be grounds for the Township Board to remove a member, after the member is given notice and the opportunity to be heard. Prior to any action by the Township Board, the Executive Committee may informally

meet with the member to discuss the allegations of malfeasance, misfeasance, or nonfeasance in an effort to alleviate the problem.

2. *Communications.* Members must not engage in discussion or deliberation or voting in violation of the Open Meetings Act. This prohibition includes the use of email or texts or other electronic means as the mode of communication. Violation of this rule shall be reported to the Township Board immediately.
3. *Deficient Attendance.* If any member of the Authority Board is absent for any given reason from two (2) consecutive regularly scheduled meetings or four (4) absences in a calendar year, then that member shall be considered delinquent. The Authority Board's Executive Committee will review attendance on a monthly basis and, in conjunction with Township staff, will contact Authority Board members in the event of two (2) consecutive absence or four (4) absences in a calendar year to determine their ability to remain actively involved as an Authority Board Member. Delinquency shall be grounds for the Township Board to remove a member, after the member is given notice and the opportunity to be heard. In a situation where an Authority Board member knows in advance that he or she will be gone for an extended period of time which will cause them to miss more than three consecutive meetings in a calendar year, that Authority Board member shall request a leave of absence from the Executive Committee which shall consider the request in advance of the leave of absence and shall decide whether to recommend to the Township Board that the person be removed from the Authority Board. This procedure for requested leaves of absence must be initiated no less than one month prior to the start of the leave of absence and decision by the committees made prior to the start of the leave of absence.

ARTICLE III - ORGANIZATION AND DUTIES

- A. **Election of Officers.** The Authority Board shall elect its officers for the upcoming calendar year at its last regular meeting of each calendar year. Nominations shall be made from the floor. Officers shall be elected by a majority vote. The Authority Board shall elect from its membership a Chair, Vice Chair, and Secretary. The Chair, Vice Chair, and Secretary shall take office at the first meeting in January of the new calendar year. An ascendancy model shall be used where officers hold an office for a one-year term and then progress to the next highest position the following year. The Authority Board may determine that a supplemental officer position of Past Chair is warranted to maintain continuity and/or for special projects. Vacancies shall be filled by election at any regular or special meeting, and the person elected to fill a vacancy shall serve the balance of the unexpired term. All nominations and votes for officers shall be by simple majority voice or hand vote of members present in public session.
- B. **Chair's Duties.** The Chair retains his or her ability to participate and vote on matters before the Authority Board, as governed by Webster's New World Robert's Rules of Order Simplified and Applied. The Chair shall:
 1. Preside at all meetings with all powers under Webster's New World Robert's Rules of Order Simplified and Applied.
 2. Rule out of order any irrelevant remarks; remarks which are personal; remarks about another's race, religion, gender, sexual orientation, physical condition, ethnic background, beliefs or similar topics; profanity; or other remarks which are not about the topic before the Authority Board.
 3. Appoint committees, and act as ex-officio member of all committees of the Authority Board.
 4. Call special meetings as needed.
 5. Appoint an Acting Secretary in the event the Secretary is absent from an Authority Board meeting.

6. Perform other appropriate duties as may be requested by the Authority Board.
- C. **Vice Chair's Duties.** The Vice Chair shall:
1. Act in the capacity of Chair in the Chair's absence.
 2. Perform other appropriate duties as may be requested by the Authority Board.
- D. **Secretary's Duties.** The Secretary shall:
1. Execute documents in the name of the Authority Board.
 2. Be responsible for the minutes of each meeting if the recording secretary is absent.
 3. Perform other appropriate duties as may be requested by the Authority Board.
- E. **Executive Committee.** The officers of the Authority Board, including the Chair, Vice Chair, and Secretary, shall constitute the Executive Committee. The Executive Committee shall have general supervision of the affairs of the Authority Board between its business meetings, fix the hours and place of meetings, and make recommendations to the Authority Board, and shall perform other such duties as specified in these Rules or as may be specified by the Authority Board.
- F. **Duties of All Members.** All members shall abide by the following standards.
1. *Member Participation.* Free and open debate should take place on issues before the Authority Board. Such debate shall only take place at meetings of the Authority Board which are held in accordance with the Open Meetings Act. The Chair shall act as spokesperson for the Authority Board and shall represent the position reflected by the outcome of the vote. Requests for reconsideration may take place only at an open meeting of the Authority Board. Each member shall actively participate in at least one committee or advisory committee of their choice. The Authority Board Chair shall assign members to committees if necessary.
 2. *Attendance.* Members shall make every effort to attend all regular and special meetings of the Authority Board. Except in emergency or unforeseen circumstances, members shall notify the Executive Director of an absence at least forty-eight (48) hours before the scheduled meeting. Members must be physically present for their presence to count toward a quorum.
 3. *Avoid Ex Parte Contact.* Members shall avoid ex parte contact with an applicant or an applicant's agent regarding the merits of any pending agenda item before the Authority Board whenever possible. If it is not possible to avoid ex parte contact, the member shall publicly report what was said and by whom when that agenda item is taken up by the Authority Board, so that other members and interested persons are made aware of the same information.
 4. *Acceptance of Gifts.*
 - a. Members shall not accept gifts from anyone connected with a pending or anticipated Authority Board agenda item. As used here, a gift shall mean cash, any tangible item or service, regardless of value; and food valued over \$10.
 - b. The Authority Board may accept grants or contributions for Authority Board purposes (e.g. special planning study). Money so accepted shall be deposited with the Treasurer into a special fund for the purpose designated by the donor or Authority Board.
- G. **Executive Director.** The Executive Director shall be the chief executive officer of the Authority Board. Subject to the approval of the Authority Board, the Executive Director shall supervise and be responsible for preparation of plans and the performance of the functions of the Authority in the manner authorized by the Act. The Executive Director shall attend the meetings of the Authority Board and shall provide to the Authority Board and to the Township Board a regular report covering the activities and financial condition of the Authority. The Executive Director shall furnish the Authority Board with information or reports governing the operation of the Authority as the Board requires.

- H. **Treasurer.** The Treasurer or the Authority Board's delegate acting as Treasurer, (which can be a contractual party), shall keep the financial records of the Authority and shall approve all vouchers for the expenditure of funds of the Authority subject to the prior approval of the Executive Director, the Chair of the Authority Board, and at least one other member of the Authority Board. Expense items shall be publicized monthly and financial records shall always be open to the public. The Treasurer shall perform all duties only as authorized by the Authority Board.
- I. **Recording Secretary.** The Recording Secretary who, if not a member of the Authority Board, shall be a designee of the Authority Board. The Recording Secretary shall:
1. Take notes for minutes and prepare a first draft of minutes for review by the Executive Director. After such review and any corrections, the minutes shall be presented at the next regular Authority Board meeting for review, correction, and approval. A corrected version shall be signed and dated by the Executive Director.
 2. Provide notice of all meetings of the Authority Board, as required by law or these rules.
 3. When authorized by the Authority Board, the Recording Secretary may attest by signature to the Board's actions.
 4. Perform other duties as may be requested by the Authority Board or Executive Director.
 5. The Recording Secretary may transcribe recorded proceedings rather than attend the meeting in-person.
- J. **Legal Counsel.** The Legal Counsel shall advise the Authority Board in the proper performance of its duties, and shall provide appropriate advice on matters of procedure and law. The Legal Counsel shall represent the Authority Board in actions brought by or against the Authority.
- K. **Annual Budget.** The Executive Director shall submit a budget to the Authority Board for the operation of the Authority for each fiscal year before the beginning of the fiscal year. The Authority Board's fiscal year shall be January 1 – December 31, to coincide with the Township's fiscal year. The budget shall be prepared in the manner and contain the information required of Township departments. After review by the Authority Board, the budget shall be submitted to the Township Board. The Township Board must approve the budget before the Authority Board may adopt the budget. Unless authorized by the Township Board or the Act, funds of the Township shall not be included in the budget of the Authority.

ARTICLE IV – MEETINGS

- A. **Regular Meetings.** The meeting calendar shall be established by the Authority Board on an annual basis. When a regular meeting falls on a legal holiday, the Authority Board shall reschedule or cancel the meeting. Meetings shall be held at the Delta Township Administration Building located at 7710 W Saginaw Highway unless legal public notice is provided that a meeting shall be held at another location.
- B. **Special Meetings.** Special meetings may be called at the request of the Executive Committee or at least two (2) members of the Authority Board provided the Executive Director has sufficient time to issue a written notice to Authority Board members at least eighteen (18) hours before the meeting. The request for a special meeting shall indicate the purpose of the meeting, and may be made at an Authority Board meeting, by telephone, or in writing (e-mail is acceptable).

- C. **Public Notice.** All regular and special meetings shall be open to the public, and proper notice shall be given to the public pursuant to the Michigan Open Meetings Act, as amended (Act 267 of 1976, MCL 15.261. et seq.).
- D. **Robert's Rules of Order.** Webster's New World Robert's Rules of Order Simplified and Applied shall be followed for issues not specifically covered by these rules. Where these rules conflict or are different than Robert's Rules, then these rules shall govern.
- E. **Quorum.** A quorum of the Authority Board shall consist of at least fifty-percent (50%) of the members of the currently appointed Board physically present at the meeting. No action shall be taken in the absence of a quorum, except to receive information reports or presentations not requiring action by the Authority Board, or to schedule matters for public hearings, or to adjourn the meeting to a subsequent date. The vote of the majority of members participating in a meeting at which a quorum is present constitutes the action of the Authority Board, unless otherwise required by Statute, Township Ordinance, or Webster's New World Robert's Rules of Order Simplified and Applied.
- F. **Agenda.** The Executive Director or his or her delegate shall prepare the agenda for all regular and special meetings with input from the Chair when necessary. This agenda shall generally be followed, except that either the Chair, or the Authority Board by motion, may modify the order of business for good reason. The Chair may not unilaterally remove or add an item to the agenda.
- G. **Voting.** Voting shall be by voice or hand by those members physically present and shall be recorded as the number in support and the number in opposition. Abstentions for conflicts of interest shall be noted. Roll call votes shall only be recorded upon request by a member of the Authority Board (or when required by law) and shall be recorded by "yes" or "no." Members must be physically present to cast a vote. Voting by proxy or by any means other than in person shall not occur.
 - 1. *Simple Majority.* Provided a quorum is established, a majority vote of those members present shall be necessary to approve any motion, resolution or recommendation, other than as otherwise required under State law. Township ordinance or Webster's New World Robert's Rules of Order Simplified and Applied.
 - 2. *Voting Mandatory.* Except when a member is excused from participating on a matter because of a conflict of interest, all members present shall vote on all matters before the Authority Board.
- H. **Records of Meeting.** The Executive Director or her delegate shall keep a public record of Authority Board meetings, which at a minimum, shall include the following:
 - 1. Meeting minutes for all regular and special meetings of the Authority Board, to include specific motions made and the vote thereon.
 - 2. Relevant written and visual materials submitted in connection with a specific project upon which the Authority Board is required or requested to act.

ARTICLE V - PROCEDURES FOR PUBLIC HEARINGS

- A. **Public Hearings.** The following procedures shall be followed for required public hearings for applications pending before the Authority Board. Where it appears necessary to maintain the efficient conduct of the Authority Board's business and to give all interested citizens an opportunity to be heard, the Chair may establish time limits for persons appearing before the Authority Board.

1. **Staff Presentation.** The Executive Director or his or her designee shall present a description of the proposal, its location, its relationship to surrounding properties, and the nature of the request. The presentation shall also include a brief summary of written public comment received by the Economic Development Department and/or the Executive Director.
 2. **Applicant Presentation.** The Applicant may present his or her proposal.
 3. **Public Comment.** Individuals who wish to speak shall be asked to state their name and address for the public record but shall not be required to do so. Comments must be relevant to the proposed project.
 4. **Applicant Response.** The Applicant shall be allowed to respond to the public comments.
 5. **Questions.** Regardless of the procedures stated above, any member of the Authority Board or staff persons assisting the Authority Board may, during the public hearing, ask questions or seek additional information from any person appearing before the Authority Board.
- B. Deliberation and Decision.** Following the presentations and public comment period, the Authority Board shall deliberate in public on the agenda item. A motion to approve, deny or table the matter shall be made, seconded and voted upon at this time.
- C. Postponed Public Hearing.** In the event a scheduled public hearing has to be postponed, the Authority Board may, but is not required to, take the comments of persons desiring to provide comment so that they do not have to appear at the rescheduled public hearing. In such event, the minutes of those comments shall be made available to and considered by the Authority Board at the rescheduled public hearing and shall be made a part of the official record of the matter under consideration.

ARTICLE VI - PROCEDURES FOR COMMENT ON OTHER MATTERS

- A. Agenda Items for Which No Public Hearing is Held.** Where no public hearing is being held on a matter before the Authority Board for consideration, as identified on the agenda, the public shall be permitted to speak at the beginning of the meeting for up to a maximum of three (3) minutes. On each individual matter for which a public hearing is not held but on which the Authority Board will act, after the staff presentation of the item is made but before Authority Board discussion, the Applicant shall be permitted to speak. The Authority Board may permit the public to comment on such items as well.
- B. Public Comment Before Adjournment.** Prior to the adjournment of each meeting, anyone wishing to address the Authority Board on any other matter relevant to its functions and responsibilities, on which the public has not been afforded an opportunity to speak earlier in the meeting, shall be permitted to speak up to a maximum of three (3) minutes.
- C. Other Public Comment.**
1. **Chair's Discretion.** At the discretion of the Chair, a person may be permitted to speak at any time on any matter for an appropriate length of time by the Chair when the Chair or other member determines the Authority Board may benefit from such presentation.
 2. **Limit on Redundant Presentations.** Notwithstanding the foregoing, whenever circumstances warrant, due to the length of a meeting agenda, the unusual number of people wishing to speak, or other similar reason, the Chair shall have the right to limit redundant presentations. In no event, however, shall a person otherwise entitled to speak be deprived of the opportunity to give his or her name and address, whether they are in favor of or

opposed to an item, and very briefly their reasons (for the same reasons as a previous identified speaker shall be sufficient).

ARTICLE VII - AMENDMENTS

These Rules may be amended at any meeting of the Authority Board provided that notice of the proposed amendment(s) shall appear on the agenda of the meeting at which the amendments are to be considered. Amendments must then be routed for Township Board approval.

Chair, W Saginaw Highway Corridor Improvement Authority of Delta Township

Secretary, W Saginaw Highway Corridor Improvement Authority of Delta Township

THESE RULES WERE ADOPTED BY THE DELTA TOWNSHIP BOARD BY RESOLUTION ON _____, 2021.

ATTACHMENT B – COMMENTS RECEIVED REGARDING BYLAWS

After the Corridor Improvement Authority's July 12th meeting, a request was submitted by Mr. Dennis Fedewa seeking the source material used in the creation of the proposed bylaws. This information was provided, and comment received (included). There were three major areas of concern, which are summarized below. The text below in black was extracted from Mr. Fedewa's correspondence. The text in **green** is the bylaw as proposed and the language in **blue** is a response.

Comment:

In Article II (D)(1) *Intervention Allowance* language can easily negate any degree of a conflict of interest penalty. It is inappropriate for "any member" to inject themselves when a concern of a conflict of interest can be brought before the Board of Trustees. This process needs to be better formalized and transparent. This Intervention Allowance loophole language needs to be removed.

Bylaw:

Bylaw Article II (D)(1) *Misfeasance, or Nonfeasance of Office*. If any member performs a lawful act in a wrongful manner (malfeasance), performs a wrongful or unlawful act as a public official (misfeasance), or fails to act when a duty to act existed (nonfeasance). Any of these shall be grounds for the Township Board to remove a member, after the member is given notice and the opportunity to be heard. Prior to any action by the Township Board, any Authority Board member may informally meet with the member to discuss the allegations of malfeasance, misfeasance, or nonfeasance in an effort to alleviate the problem.

Response:

Due process for a CIA Board member who may be removed aligns with that described in the Michigan Planning Zoning Enabling Act, which reads: "*A member of the zoning board of appeals may be removed by the legislative body for misfeasance, malfeasance, or nonfeasance in office upon written charges and after a public hearing.*" The provision that allows for an Authority Board member to meet informally to try to resolve the issue before the Township Board acts does not preclude the matter from being made public. It is provided so that if there is a misunderstanding or misrepresentation of information, or a delicate personal situation, the CIA Board member may have the opportunity to explain him or herself prior to formal proceedings taking place. There are untold numbers of scenarios or situations that could play out. This language is intended as a relief valve. If additional oversight is desired, the language could be modified from "any Authority Board member" to "the Executive Committee" so that more than one person would participate in the discussion, but the matter still would not rise to the level of a public hearing.

Comment:

Article II (C)(2)(6) Conflict of Interest Situations-Voting with Conflict of Interest states: "Knowingly voting on any matter in which a member has a conflict of interest shall constitute malfeasance of office." This is too narrowly defined. Conceivably, a member with a conflict of interest can individually communicate with any other member outside of a formal authority board meeting without violating any conflict of interest restriction. This language needs to be expanded to include any communication with any member(s) once a conflict of interest is established.

Bylaw:

Bylaw Article II (D)(2) *Communications*. Members must not engage in discussion or deliberation or voting in violation of the Open Meetings Act. This prohibition includes the use of email or

texts or other electronic means as the mode of communication. Violation of this rule shall be reported to the Township Board immediately.

Response:

The Open Meetings Act, which is cited in the above bylaw provision and referenced under the Section B. entitled "Removal from the Authority Board" makes it clear that members should not engage in discussion about matters before the Authority Board. If a member has been excluded from discussion due to conflict of interest, the individual is still a member of the Authority Board. Therefore, they are not given free license to speak to other members about an item that is before the Board for consideration.

Comment:

Video recordings of Authority Board meetings and their retention needs to be established and viewable for residents and interested third parties as a matter of policy. Minimum recordings of motions and votes do not reflect the needs of our residents or represent best practices in the pursuit of the principles of good governance. The Authority Board's deliberations are likely to be the most significant policy and financial recommendations ever made to the Board of Trustees. Therefore, it is imperative that residents and interested parties have review access of your deliberations. Article III (H) Records of Meetings needs to be modified accordingly.

Bylaw:

Bylaw Article III (I)(5) The Recording Secretary may transcribe recorded proceedings rather than attend the meeting in-person.

Response: The proposed language contained in the bylaws allows a recording of the meeting for the purposes of meeting minutes only. The Corridor Improvement Authority Board does not have the responsibility of determining what the Township's policy should be regarding records retention, video recordings of meetings, or how those meetings might be made publicly available. State law does not describe this as a CIA function. If it so chooses, the Delta Township Board may create a policy regarding meetings that would apply to its boards and commissions given that uniformity in the conduct of meetings and information dissemination to the public should be standardized in whichever method the elected legislative body determines in the creation of its policy to be best.

From: Dennis R Fedewa <dfedewatreasurer@gmail.com>
Sent: Tuesday, July 13, 2021 9:06 AM
To: Brian Reed <BReed@deltami.gov>
Subject: CIA Bylaws

Brian, during yesterday's meeting, Consultant Schultz stated that language in the proposed CIA Bylaws were drawn from several sources. I wish to review the sources for the following components of the proposed Bylaws:

Article II C **Conflict of Interest**
Article II D **Removal from Authority Board**
Article VI in its entirety.

I would like to review these sources well before next Thursday's joint meeting with the CIA.

Thank you in advance,
Dennis

From: Suzanne Schulz
Sent: Tuesday, July 13, 2021 10:54 AM
To: Brian Reed <BReed@deltami.gov>
Subject: RE: [External] CIA Bylaws

Brian,

Please find attached the following requested source material. As I mentioned, I pulled heavily from the Grand Rapids example which was written relatively recently (2017). I was involved in its drafting which pulled from other sources, including the requirements of State law and materials found below. There may be a question about why some examples are related to planning/zoning. The reasoning behind this is that these are also highly visible appointed bodies with similar administrative duties. Developing consistent approaches across such bodies that align with State law and court decisions assists in providing supporting logic and defending procedures and decisions.

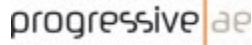
Article II C Conflict of Interest – conflict language was included based on the Township Board's concerns. The language was pulled from Grand Rapids but other options, as referenced in yesterday's discussion, can be found in other communities. The alternate approach can be found in the other examples. Peninsula Township has some additional rules that are very good, but given that they are related to statements or beliefs it was felt that this might become too much of a gray area rather than a bright line.

Article II D Removal from Authority Board - The misfeasance/malfeasance language is found in the zoning enabling act and has become common practice to apply to other boards and commissions for the purposes of consistency. The procedure for removal is directly stated in the Corridor Improvement Authority Act (see part 4). There has also been this Court of Appeals decision that while not directly pertinent does lay out logic for process: <http://www.michbar.org/file/opinions/appeals/2008/092508/40620.pdf>

Article VI in its entirety – This is a hybrid approach from other bylaws where you see the agenda specified in the bylaws and a structure for public comment. Page 12 of the Sample Bylaws from MSU Extension (Part I.) includes some expectations and, in my own experience serving various boards and commissions for more than 2 decades, I have found that such rules – particularly when printed on an agenda if there is a controversial meeting – assists in guiding and keeping the discussion focused.

- [http://www.legislature.mi.gov/\(S\(3orxu0qxb2xrfdxajakjbq4\)\)/mileg.aspx?page=getObject&objectName=mcl-125-4608](http://www.legislature.mi.gov/(S(3orxu0qxb2xrfdxajakjbq4))/mileg.aspx?page=getObject&objectName=mcl-125-4608)
- [http://www.legislature.mi.gov/\(S\(mmvujuvq53pc2hzqqxlhaaxl\)\)/mileg.aspx?page=GetObject&objectname=mcl-125-3601](http://www.legislature.mi.gov/(S(mmvujuvq53pc2hzqqxlhaaxl))/mileg.aspx?page=GetObject&objectname=mcl-125-3601)
- https://www.canr.msu.edu/uploads/resources/pdfs/ck1e_sampleIncombylaws.pdf
- <https://www.grandrapidsmi.gov/files/assets/public/boards-and-commissions/corridor-improvement-authorities/westside/westside-cia-board-rules-current.pdf>
- https://www.miplace.org/4a14e1/globalassets/documents/michigan-main-street/resources/local-main-street-board-performance-guidebook_final.pdf
- https://www.peninsulatownship.com/uploads/1/0/4/3/10438394/ordinance_42_-_planning_commission_ordinance.pdf
- <http://www.uniontownshipmi.com/Portals/0/Planning%20and%20Zoning/PC%20BYLAW%202017.pdf?ver=2020-09-22-095826-243>
- <https://www.meridian.mi.us/home/showpublisheddocument/11719/636542158681170000>

My other comments at the meeting regarding expectations with conduct are common statements made in board and commission training with the Michigan Planning Association and are also supported by the Michigan Main Street Performance Guidebook (link above). Please let me know if there are any other questions.

Best Regards,
Suzanne
Suzanne M. Schulz, AICP
Urban Planning Practice Leader


To: Saginaw Hwy Corridor Improvement Authority Board (Authority Board)/(AB)

From: Dennis R Fedewa

Re: Draft Bylaws Concerns

Date: July 20, 2021

Authority Board Members,

I recently attended your initial Authority Board meeting last week, observed your swearing in as public officials and your collective discussion of Delta Consultant Suzanne Schultz's draft bylaws for the AB to consider adopting.

I have reviewed the language and the source documents Consultant Schultz used to draw from in composing the draft bylaws and have done an analysis comparing several areas of concern (AOC) which I personally have and wish to share with you. Attached is my full analysis and comments for your review but summarizing my conclusions below:

- In Article II (D)(1) *Intervention Allowance* language can easily negate any degree of a conflict of interest penalty. It is inappropriate for "any member" to inject themselves when a concern of a conflict of interest can be brought before the Board of Trustees. This process needs to be better formalized and transparent. This Intervention Allowance loophole language needs to be removed.
- Article II (C)(2)(6) Conflict of Interest Situations-Voting with Conflict of Interest states: "Knowingly voting on any matter in which a member has a conflict of interest shall constitute malfeasance of office." This is too narrowly defined. Conceivably, a member with a conflict of interest can individually communicate with any other member outside of a formal authority board meeting without violating any conflict of interest restriction. This language needs to be expanded to include any communication with any member(s) once a conflict of interest is established.
- Video recordings of Authority Board meetings and their retention needs to be established and viewable for residents and interested third parties as a matter of policy. Minimum recordings of motions and votes do not reflect the needs of our residents or represent best practices in the pursuit of the principles of good governance. The Authority Board's deliberations are likely to be the most significant policy and financial

recommendations ever made to the Board of Trustees. Therefore, it is imperative that residents and interested parties have review access of your deliberations. Article III (H) Records of Meetings needs to be modified accordingly.

I urge the Authority Board to consider my concerns and make these suggested changes to the draft bylaws before recommending them to the Board of Trustees. Should you do so, it would signify the Authority Board's desire to establish the highest ethical standards of public official behavior and a commitment to openness and transparency.

Note; my comments reflect only my opinion and do not constitute an official position of the township board of trustees.

Authority Board Members:

I have reviewed the sources Consultant Suzanne Schultz used to draft the proposed Saginaw Hwy Corridor Improvement Authority Bylaws which she presented at the Board's initial meeting. I concentrated my attention to the draft Bylaws in the following Areas of Concern (AOC), which I wish to share.

- Attendance requirements, Removal for Noncompliance
- Conflict of Interest, Removal and Intervention Allowance
- Recording of proceedings Minutes, Video simulcasting and their retention.

The following is my summary pertaining to these areas of concern (AOC) for each published source provided by Consultant Schultz

Tax Increment Finance Act MCL 125.4608

The language in this act is very broad and only relates to two AOC which require:

- An Authority Board shall adopt rules governing its procedure and the holding of regular meetings, subject to the approval of the governing body.
- After having been given notice and an opportunity to be heard, a member of the board may be removed for cause by the governing body.

Comment: This very broad language only establishes cursory requirements for the establishment of procedural rules and removal. It is therefore unhelpful in determining concerns with specific AOC.

MSU Sample Bylaws for Planning Commissions

This guidance document is primarily for planning commissions as the title suggests.

Nonetheless, regarding the AOC, it does touch on the following:

- Attendance requirements; 3 missed consecutive meetings constitutes *Delinquency* and is grounds for removal by the governing body. The Secretary shall keep records of attendance.
- Conflict of Interest is; Issuing, deliberating, voting or reviewing cases which the member or family member has a (financial) interest directly or indirectly through an entity which may result in a financial gain. There is no removal language for a conflict of interest but the member is required to acknowledge.

Comment: This is a serious disconnect because if a member engages in a conflict of interest, there is no penalty for removal other than a lack of attendance.

Michigan Local Main Street Board Performance Guidebook

This *guidebook* is just that and consists of the most general framework for assumedly Downtown Improvement Authorities. It does recommend the following principles pertaining to my AOC but does not provide examples:

- Attendance requirement
- Board member removal procedure
- Document retention policy

Peninsula Township Planning Commission (PC) (Ord. 42 of 2010)

This ordinance is simpler in construction and relates to the AOC as follows:

- Attendance requirement: It states that the failure of a member to regularly attend scheduled meetings of the PC shall constitute *nonfeasance* in office. And the PC secretary shall report to the township board when a PC member has failed to attend three (3) consecutive planning commission meetings.
- Conflict of Interest; a several items of conflicts are listed. There is no penalty for violating them however. There is no mention of Intervention Allowance.
- Document retention policy is not addressed.

Comments: Peninsula Township's Planning Commission Ordinance is poorly written and not encompassing enough to qualify as a model resource for Delta's CIA Bylaws. Even the *nonfeasance* of failed attendance isn't thoroughly addressed.

Union Township Planning Commission Bylaws

These Bylaws either address or fail to address the following AOC.

- Attendance requirement: Members who are absent for four (4) or more regularly scheduled Commission meetings in a twelve (12) month period shall be subject to review and possible removal by the Township Board of Trustees. Members may be removed by the township board for *misfeasance*, *malfeasance*, or *nonfeasance* in office upon written charges and after a public hearing.
- Board member removal process & Intervention allowance are not addressed.
- Conflict of Interest: The Bylaws do list a number of exemplified conflicts but do not proscribe any consequence for violating them.
- Document retention policy is not addressed.

Comments: Union Township PC Bylaws are incomplete in their substance. An acceptable list of conflicts of interest is defined but there is a failure to address violation procedures. Further, the Bylaws do not define the terms, *misfeasance*, *malfeasance*, or *nonfeasance*, which may warrant removal following a written complaint and hearing. Union Township PC Bylaws are grievously incomplete and a poor model to follow.

(Grand Rapids) Westside Corridor Improvement Board Rules

Most of Consultant Schultz's draft Bylaws draw from this model. It addresses the AOC as follows:

- Attendance requirements, Removal for Noncompliance: This AOC is better defined and structured which imparts expected participation by a member of an authority board with set points for review of compliance by the Authority's Executive Committee.
- Conflict of Interest, Removal and Intervention Allowance: This AOC has defined conflict of interest definitions. It includes definitions of conflicts of interest or misbehavior using

terms of *malfeasance*, *misfeasance* and *nonfeasance* but it is unclear where Consultant Schultz obtained these definitions since none appear in the other source documents provided. And while these shall be grounds for the Township Board of Trustees to remove a member after proper notice and an opportunity to be heard, it further states “any Authority Board member may informally meet with the member to discuss the allegations ... in an effort to alleviate the problem. **This Intervention Allowance language only appears in this source document and alarmingly, constitutes a loophole which can negate any degree of violation even an after the fact scenario, including knowingly voted having a conflict of interest.**

- Recording of proceedings Minutes, Video simulcasting and their retention: **This AOC only requires “minimum” public meeting records of Authority Board meetings that being “specific motions made and the vote thereon”. This Authority’s deliberations are likely to be the most significant policy and financial recommendations ever made to the Board of Trustees. Therefore, it is imperative that residents and interested parties have review access of those deliberations. This AOC needs to be modified to rectify this including video simulcasting of Authority Board meetings and their retention for the public to peruse.**

Comments:

Article II (D)(1) Intervention Allowance language AOC likely negates any degree of a conflict of interest penalty. It is inappropriate for “any member” to inject themselves when a concern of a conflict of interest can be brought before the Board of Trustees. This process needs to be better formalized and transparent. **This Intervention Allowance loophole language needs to be removed.**

Article II (C)(2)(6) Conflict of Interest Situations-Voting with Conflict of Interest states: “Knowingly voting on any matter in which a member has a conflict of interest shall constitute malfeasance of office.” **This is too narrowly defined. Conceivably, a member with a conflict of interest can individually communicate with any other member outside of a formal authority board meeting without violating any conflict of interest restriction. This language needs to be expanded to include any communication with any member(s) once a conflict of interest is established.**

Video recording of Authority Board meetings and their retention needs to be established and viewable for residents and interested third parties as a matter of policy. Minimum written recordings of motions and votes do not reflect the needs of our residents or represent *best practices* in the pursuit of *good governance*.