



**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 7, 2023 - 6:00 PM**

This meeting will be streamed live for viewing only at:
<https://us02web.zoom.us/j/87589387722?pwd=V3BtSktJL3gzL0NVNndyWGdSbXJEdz09>
Meeting ID: 875 8938 7722
Passcode: 248457

For the hearing impaired, please call 711 (TTY Support) to access the FCCs phone relaying service and provide the following phone number 1-312-626-6799.
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.
- VII. COMMUNICATIONS**
- VIII. PUBLIC COMMENTS (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.

1. Bills and Financial Transactions

a. **\$ 5,398,319.87**

2. Minutes

a. **July 17, 2023**

3. Amazon Closeout

The Engineering Department recommends that the Delta Township Board accept the Easement Grant, Waiver of Lien and Deed of Grant for the water main facilities installed to serve the Amazon Warehouse Development project located at 6500 West Mt. Hope Highway in section 22 of Delta Township, and that said water main facilities be accepted into the Delta Township Water Main Systems.

4. Ultium 3 Battery Plant Water and Sanitary Sewer Service Bid Package 1 – Dunigan Brothers Recommendations for Approval of Change Order No. 5

The Engineering Department recommends that the Delta Township Board approve the proposed Change Order No. 5 with Dunigan Brothers for the Ultium 3 Battery Plant Water and Sanitary Sewer Service projects, increasing the contract prices for Bid Package #1 by \$36,304.90.

5. Ultium 3 Battery Plant Water and Sanitary Sewer Service Bid Package 1 – Dunigan Brothers Recommendations for Approval of Change Order No. 6

The Engineering Department recommends that the Delta Township Board approve the proposed Change Order No. 6 with Dunigan Brothers for the Ultium 3 Battery Plant Water and Sanitary Sewer Service projects, increasing the contract prices for Bid Package #1 by \$35,202.

6. MML Annual Meeting Appointed Local Delegate

The Delta Township Supervisor recommends that the Delta Township Board designate Manager Brian Reed as the delegate and Treasurer Dennis Fedewa as the alternate for official representation of Delta Township and voting purposes at the Michigan Municipal League's Annual Business Meeting.

7. Purchase Request Approval – Annual Maintenance Contract for Drager SCBA

The Fire Department recommends that the Delta Township Board waive the formal bidding process and enter into a contract with Dinges Fire Company to provide maintenance and service on the Drager Self Contained Breathing Apparatus (SCBA, for a 5-year period beginning August 1, 2023) for a total contract cost of \$29,281.

8. Pembroke Place Sewer Repair

The Utility Department recommends that the Delta Township Board approve the base quote from Waste Recovery Systems for \$19,400.00 and the necessary patch repairs at \$3,800.00 each to the sewer pipe on Pembroke Place, along with any further funding needed to cover additional repairs that may be necessary once work begins.

9. Windsor Township / Delta Township Utility Agreement Amendment

The Utility Department recommends approve the proposed Joint Development and Utility Agreement Amendment between the Charter Township of Delta and the Charter Township of Windsor. This agreement amends the one agreed to by both parties in December of 1980.

XII. ITEMS REMOVED FROM CONSENT AGENDA FOR DISCUSSION

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

XIV. OLD ITEMS OF BUSINESS

XV. NEW ITEMS OF BUSINESS

10. Ultium 3 Battery Plant Project Water and Sanitary Sewer Utility Upgrades Recommendations for Award of Construction Phase Contracts

The Engineering Department recommends that the Delta Township Board accept the bid from Grand River Construction and award a construction contract for the Ultium 3 Battery Plant Bid Package 4 Project in the amount of \$12,504,700; approve the proposed engineering services contract Amendment No. 4 to the agreement with Tetra Tech for construction engineering services at a cost not to exceed \$310,900; and approve the proposed engineering services contract Amendment No. 5 to the agreement with OHM Advisors for construction engineering services at a cost not to exceed \$892,800.

11. Temporary Relocation of the Sheriff Substation

The Accounting Department recommends that the Delta Township Board adopt the proposed resolution to enter into a lease with Case Credit Union for the temporary relocation of the Sheriff substation.

12. Board & Commission Appointments

The Township Supervisor recommends that the Delta Township Board appoint the person(s) to the corresponding Board or Commission; and that the Clerk is hereby directed to send notification informing them of their appointment.

XVI. MANAGER'S REPORT

XVII. COMMITTEE OF THE WHOLE

XVIII. CLOSED SESSION

XIX. PUBLIC COMMENTS (maximum three minutes)

XX. 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.

**DELTA CHARTER TOWNSHIP
FINANCE REPORT
FOR TOWNSHIP BOARD MEETING
8/7/2023**

Disbursement requests listed on the following pages, totaling \$5,398,319.87 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	444,625.41
Refunds	8,263.20
Tax Distributions	3,482,151.37
Vendor Claims	<u>1,463,279.89</u>
Total	<u><u>\$ 5,398,319.87</u></u>

Kenneth R. Fletcher, Township Supervisor

Mary R. Clark, Township Clerk

Dennis R. Fedewa, Township Treasurer

PAYABLES FOR DELTA CHARTER TOWNSHIP
BOARD AGENDA DATE
08/07/2023

Check Date	Check	Invoice Vendor	Description	Amount
07/19/2023	EFT	CSC	LOOK SELF STORAGE SEWER DISCHARGE RECORD	39.00
07/19/2023	327924	EMMA MAE BAKER	TENNIS INSTRUCTOR PAYROLL	270.00
07/19/2023	327925	KENNETH D. BARNES	REIMBURSEMENT - DRIVERS LICENSE RENEWAL	18.31
07/19/2023	327926	CAROL BEALS-KRUGER	EASEMENT AGREEMENT ST JOE WATER MAIN PAT	4,693.50
07/19/2023	327927	JILL BLACK	2023 SOFTBALL SCOREKEEPER PAYROLL	120.00
07/19/2023	327928	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTH INSURANCE - AUGUST 2023	161,127.18
07/19/2023	327929	CLARENCE CLARK	2023 SOFTBALL SCOREKEEPER PAYROLL	30.00
07/19/2023	327930	GORSLINE RUNCIMAN FUNERAL HOMES	REFUND - CEMETERY DEPOSIT	300.00
07/19/2023	327931	COMCAST	SERVICE @ 7708 ADMINISTRATION DR	52.35
07/19/2023	327932	CONNIE COMPTON	2023 SOFTBALL SCOREKEEPER PAYROLL	60.00
07/19/2023	327933	CONSUMERS ENERGY	SERVICE @ MULTIPLE LOCATIONS	2,361.98
07/19/2023	327934	DELEE DANKENBRING	2023 SOFTBALL SCOREKEEPER PAYROLL	60.00
07/19/2023	327935	DEARBORN NATIONAL LIFE INSURANCE CO	LIFE, ADD, LTD & OPT'L INSURANCE - AUGUS	7,793.97
07/19/2023	327936	DELTA AREA PICKLEBALL ASSOCIATION	INSTRUCTOR FEES FOR PICKLEBALL CLASSES	381.00
07/19/2023	327937	DELTA DENTAL PLAN OF MICHIGAN	DENTAL INSURANCE - AUGUST 2023	14,856.12
07/19/2023	327938	JOHN DEERE FINANCIAL	SUPPLIES & MATERIALS FOR MULTIPLE DEPART	2,576.56
07/19/2023	327939	FIDELITY SECURITY LIFE INS/ EYEMED	VISION INSURANCE COVERAGE - JULY 2023	1,579.86
07/19/2023	327940	GRANGER	CONTAINER SERVICE @ MULTIPLE LOCATIONS	3,729.00
07/19/2023	327941	HUMANA INSURANCE CO.	RETIRES MEDICAL INSURANCE - AUGUST 2023	20,120.94
07/19/2023	327942	LAFONTAINE BUICK GMC INC	PANELS - REISSUE CK 327759	737.95
07/19/2023	327943	METRO FIBERNET LLC	SERVICE @ ENRICHMENT CENTER	1,194.25
07/19/2023	327944	LAURA VANCLEAVE	BUY BACK CEMETERY PLOT	390.00
07/19/2023	327945	KEVIN PAUGA	REIMBURSE FOR SOFTBALL TEAM SPONSOR PAID	250.00
07/19/2023	327946	CALVIN JONES	REFUND P&R RENTAL DEPOSIT	250.00
07/19/2023	327947	ROSEMARY MOORE	REFUND P&R RENTAL DEPOSIT	635.00
07/19/2023	327948	JAMES FORREST	REFUND P&R RENTAL DEPOSIT	250.00
07/19/2023	327949	EDITH KENTNER	REFUND P&R RENTAL DEPOSIT	300.00
07/19/2023	327950	SHARON POTTER	2023 SOFTBALL SCOREKEEPER PAYROLL	45.00

07/19/2023	327951	ROUTE 23	TOLEDO ZOO & AQUARIUM TRIP	4,717.00
07/19/2023	327952	NICOLAS B RUIZ	TENNIS INSTRUCTOR PAYROLL	378.00
07/19/2023	327953	TERESA SALISBURY	2023 SOFTBALL SCOREKEEPER PAYROLL	30.00
07/19/2023	327954	NEELAM SANDU	TENNIS INSTRUCTOR PAYROLL	270.00
07/19/2023	327955	THE VENUE BY ELEVEN 11 EVENTS	ROOM RENTAL	2,156.44
07/19/2023	327956	UPS	SHIPPING CHARGES	21.48
07/19/2023	327957	SKOWRONEK, ASHLEE	REFUND W/S FOR ACCOUNT: 00029903	218.20
07/19/2023	327958	VOYANT COMMUNICATIONS	PHONE & INTERNET SERVICE - JULY 2023	3,731.91
07/21/2023	327964	HENRY GREEN	SEWER REFUND	2,234.38
07/24/2023	EFT	EATON COUNTY TREASURER	TAX DISTRIBUTIONS JULY 1-15, 2023	1,324,285.13
07/24/2023	EFT	EATON RESA	TAX DISTRIBUTIONS JULY 1-15, 2023	160,700.76
07/24/2023	EFT	GRAND LEDGE PUBLIC SCHOOLS	TAX DISTRIBUTIONS JULY 1-JULY 15, 2023	1,097,908.29
07/24/2023	EFT	INGHAM INTERMEDIATE SCHOOLS	TAX DISTRIBUTIONS JULY 1-15, 2023	198,045.71
07/24/2023	EFT	LANSING COMMUNITY COLLEGE	TAX DISTRIBUTIONS JULY 1-15, 2023	445,295.21
07/24/2023	EFT	LANSING PUBLIC SCHOOLS	TAX DISTRIBUTIONS JULY 1-15, 2023	6,988.17
07/24/2023	EFT	WAVERLY COMMUNITY SCHOOLS	TAX DISTRIBUTIONS JULY 1-15. 2023	217,266.51
07/26/2023	327966	AT&T	PHONE SERVICE @ RECYCLING CENTER	185.02
07/26/2023	327967	CAROL JEFFREY	REFUND - CEMETERY DEPOSIT - REISSUE #326	300.00
07/26/2023	327968	COMCAST	SERVICE @ 7708 ADMINISTRATION DR	52.35
07/26/2023	327969	CONSUMERS ENERGY	SERVICE @ 7730 W SAGINAW HWY	16.82
07/26/2023	327970	LANSING BOARD OF WATER & LIGHT	SERVICE @ MULTIPLE LOCATIONS	1,907.27
07/26/2023	327971	VERNDALE LAKES CONDO ASSN	REFUND FOR WATER INSTALLATION : 304 GENE	3,232.21
07/26/2023	327972	JACK VANCOURT	SURRENDER OF ANNUITY FROM PENN MUTUAL	12,706.44
07/26/2023	327973	VERIZON	MACHINE TO MACHINE DEVICES	350.92
07/26/2023	327974	CONN, JAMIE	REFUND W/S FOR ACCOUNT: 00036999	83.74
07/26/2023	327975	LEAHY, NOAH	REFUND W/S FOR ACCOUNT: 00033778	6.20
07/26/2023	327976	ANDERSON, MARY	REFUND W/S FOR ACCOUNT: 00035332	45.73
07/26/2023	327977	CHOE, CHRIS	REFUND W/S FOR ACCOUNT: 00037167	17.78
07/26/2023	327978	AMERICAN FLOORING OKEMOS, LLC	REFUND W/S FOR ACCOUNT: 00035463	557.62
08/02/2023	EFT	MISSION SQUARE	OPEB TRANSFER TO MISSION SQUARE	32,650.00
08/02/2023	327979	RAY BARNES	SOFTBALL UMPIRE RAIN OUT/FORFEIT/PLAYOFF	162.00
08/02/2023	327980	JILL BLACK	2023 SOFTBALL SCOREKEEPER PAYROLL	120.00
08/02/2023	327981	BRD PRINTING, INC.	SHARE YOUR VISION POSTCARD	2,026.37
08/02/2023	327982	KATHY HART	REFUND - CEMETERY DEPOSIT	300.00

08/02/2023	327983	PRAY FUNERAL HOME	REFUND - CEMETERY DEPOSIT	300.00
08/02/2023	327984	MARILYN BAILEY	REFUND - CEMETERY DEPOSIT	300.00
08/02/2023	327985	MONICA COLEMAN	SENSE OF BALANCE JULY CLASSES	186.00
08/02/2023	327986	CONNIE COMPTON	2023 SOFTBALL SCOREKEEPER PAYROLL	90.00
08/02/2023	327987	CONSUMERS ENERGY	SERVICE @ VARIOUS LOCATIONS	1,618.06
08/02/2023	327988	DELEE DANKENBRING	2023 SOFTBALL SCOREKEEPER PAYROLL	135.00
08/02/2023	327989	JAMIE EVANS	SOFTBALL UMPIRE RAIN OUT/FORFEIT/PLAYOFF	60.00
08/02/2023	327990	FIDELITY SECURITY LIFE INS/ EYEMED	VISION INSURANCE COVERAGE - AUGUST 2023	1,563.56
08/02/2023	327991	ART JONES	SOFTBALL UMPIRE RAIN OUT/FORFEIT/PLAYOFF	120.00
08/02/2023	327992	MARCUS KIRKPATRICK	MONEYBALL 3 ON 3 REFEREES	1,600.00
08/02/2023	327993	LANSING BOARD OF WATER & LIGHT	SERVICE @ MULTIPLE LOCATIONS	121,870.86
08/02/2023	327994	YUMEI LI-BACHAR	TAI CHI CLASSES, SUMMER 1ST SESSION	128.00
08/02/2023	327995	LOWES BUSINESS ACCOUNT	SUPPLIES & MATERIALS FOR MULTIPLE DEPTS	4,318.27
08/02/2023	327996	METRO FIBERNET LLC	SERVICE @ ENRICHMENT CENTER	347.09
08/02/2023	327997	DAVID MILLER	2023 SOFTBALL SCOREKEEPER PAYROLL	30.00
08/02/2023	327998	CANON SOLUTIONS AMERICA, INC.	COPIER MAINTENANCE - JULY 2023	63.50
08/02/2023	327999	MARY GOMEZ	REFUND - MYSTERY TRIP	110.00
08/02/2023	328000	DARYL TERRY	REFUND P&R RENTAL DEPOSIT	200.00
08/02/2023	328001	BEV MAILAND	REFUND - MYSTERY TRIP	110.00
08/02/2023	328002	CHRISTINA GARCIA	REFUND P&R RENTAL DEPOSIT	300.00
08/02/2023	328003	DORA DIAZ LAGUNAS	REFUND P&R RENTAL DEPOSIT	200.00
08/02/2023	328004	SHARON POTTER	2023 SOFTBALL SCOREKEEPER PAYROLL	150.00
08/02/2023	328005	BARBARA ROSSI	SEIOR BARRE, SENIOR CORE, ZUMBA GOLD SUM	1,168.00
08/02/2023	328006	ROUTE 23	DETROIT THEN AND NOW TOUR - TRANSPORTATI	5,355.00
08/02/2023	328007	TERESA SALISBURY	2023 SOFTBALL SCOREKEEPER PAYROLL	30.00
08/02/2023	328008	MIKE SUMNER	SOFTBALL UMPIRE RAIN OUT/FORFEIT/PLAYOFF	48.00
08/02/2023	328009	SUN LIFE FINANCIAL	ACCIDENT & CRITICAL ILLNESS INSURANCE	1,409.53
08/02/2023	328010	TRACTOR SUPPLY CREDIT PLAN	STATEMENT FOR SUPPLIES & MATERIALS - JUL	414.74
08/02/2023	328011	LAWSON, TOLANI	REFUND W/S FOR ACCOUNT: 00032122	14.52
08/02/2023	328012	MOORE, STEVEN	REFUND W/S FOR ACCOUNT #: 00029314. REC	201.25
08/02/2023	328013	BACH, KIMBERLY J	REFUND W/S FOR ACCOUNT: 00028910	30.95
08/03/2023	EFT	EATON COUNTY TREASURER	DLQ PP TAX DISTRIBUTIONS 05/01/23 - 07/3	13,101.79
08/03/2023	EFT	EATON RESA	DLQ PP TAX DISTRIBUTIONS 05/01/23 - 07/3	2,396.04
08/03/2023	EFT	GRAND LEDGE PUBLIC SCHOOLS	DLQ PP TAX DISTRIBUTIONS 05/01/23 - 07/3	7,448.83

08/03/2023	EFT	INGHAM INTERMEDIATE SCHOOLS	DLQ PP TAX DISTRIBUTIONS 05/01/23 - 07/3	504.06
08/03/2023	EFT	LANSING COMMUNITY COLLEGE	DLQ PP TAX DISTRIBUTIONS 05/01/23 - 07/3	2,160.60
08/03/2023	EFT	WAVERLY COMMUNITY SCHOOLS	DLQ PP TAX DISTRIBUTIONS 05/01/23 - 07/3	6,050.27
08/04/2023	EFT	INSIGHT NORTH AMERICA LLC	INVESTMENT ADVISORY SERVICES - JUNE 2023	2,148.57
08/09/2023	328014	A & L LOCKSMITH, LLC	INSPECT LOCKS	75.00
08/09/2023	328015	AIRGAS USA, LLC	OXYGEN	494.12
08/09/2023	328016	ALLIED MECHANICAL SERVICES, INC	PIPE TO REBUILD WASTE GAS BURNER	496.00
08/09/2023	328017	AMBS MESSAGE CENTER	ANSWERING SERVICE - PARKS	114.15
08/09/2023	328018	AMERICAN RENTALS, INC.	PORTABLE TOILETS	770.00
08/09/2023	328019	APOLLO FIRE APPARATUS	FOLDING LADDER BKT	170.00
08/09/2023	328020	AUTOMATION DIRECT	ULTIUM-EL2 PARTS-MODULE FOR WATER BOOSTER	163.50
08/09/2023	328021	AUTO VALUE PARTS STORE	VEHICLE REPAIR PARTS	1,964.05
08/09/2023	328023	BEST AIRE COMPRESSOR SERVICES, INC	AIR FILTER FOR PLANT COMPRESSORS	296.08
08/09/2023	328024	BLUESTONE PSYCH	POST-COE	495.00
08/09/2023	328025	BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	2,624.98
08/09/2023	328026	BRD PRINTING, INC.	BUSINESS CARDS - C.STOVER/F. BREWER	110.52
08/09/2023	328027	BS&A SOFTWARE	ONLINE BUILDING PERMITS/TRAINING	1,774.00
08/09/2023	328028	CANON FINANCIAL SERVICES, INC.	MONTHLY COPIER CONTRACT CHARGE - JULY 20	234.00
08/09/2023	328029	CDW GOVERNMENT, INC.	LAPTOP	987.42
08/09/2023	328030	THE CHRISTMAN COMPANY	SHERIFF SUBSTATION - PROF SVCS THROUGH 4	105,737.50
08/09/2023	328031	CINTAS CORPORATION #725	MATS FOR SUBSTATION	120.54
08/09/2023	328032	CITY OF LANSING	GM SANITARY SEWER 425 AGREEMENT	52,292.91
08/09/2023	328033	COLE PAPER INC.	SCBA PROTECTIVE GEAR DECONTAMINATION DET	370.93
08/09/2023	328034	COMMERCE CONTROLS, INC	LEAP BP4 BOOSTER STATION	4,860.00
08/09/2023	328035	COMMERCIAL BLUEPRINT, INC.	2023 TAX BASE MAPS, INK	318.66
08/09/2023	328036	D & K TRUCK COMPANY	CLAMP	60.78
08/09/2023	328037	DAVID CHAPMAN AGENCY, INC.	NOTARY BOND/MVR LOOKUPS	122.00
08/09/2023	328038	DBI BUSINESS INTERIORS	OFFICE & OPERATING SUPPLIES- JULY 2023	600.30
08/09/2023	328039	DELTA EMBROIDERY, INC.	SHIRTS	207.92
08/09/2023	328040	DETROIT PUMP & MFG COMPANY	DIAPHRAGM FOR CHEMICAL PUMP	301.86
08/09/2023	328041	DEWITT FENCE COMPANY	FENCE REPAIR SUPPLIES	66.00
08/09/2023	328042	DICKINSON WRIGHT PLLC	CIA - PROF SVCS THROUGH 6/30/23	3,102.00
08/09/2023	328043	DK SECURITY	SECURITY 7/2-7/3	3,815.00
08/09/2023	328044	DUBOIS-COOPER	SEAL FOR LIFT STATION PUMP	134.00

08/09/2023	328045	EATON COUNTY	SECURITY / DISTRICT COURT PAYMENTS	3,438.89
08/09/2023	328046	EATON COUNTY TREASURER	DISTRIBUTION OF SPACE TAX MONIES - JUNE	540.00
08/09/2023	328047	EATON COUNTY TREASURER	223 PRE CHANGES 2022 TAX YEAR	29.83
08/09/2023	328048	EATON COUNTY TREASURER	2023 PRE CHANGES - 2022 TAX YEAR	23.80
08/09/2023	328049	EATON COUNTY DRAIN COMMISSION	ULTIUM PROJECT	12,747.50
08/09/2023	328050	J.C. EHRLICH	PEST CONTROL MAINTENANCE	70.00
08/09/2023	328051	ENCOMPASS EAP LLC	QUARTERLY EMPLOYEE PRODUCTIVITY SERVICES	540.00
08/09/2023	328052	ETNA SUPPLY COMPANY	METERS/MXUs	13,512.40
08/09/2023	328053	FACILITY SOLUTIONS, INC.	JANITORIAL SUPPLIES	1,145.85
08/09/2023	328054	FERGUSON ENTERPRISES, INC.#2000	SCREW DRIVER STOP/FLUSH VALVE	251.78
08/09/2023	328055	FIBERTEC ENVIRONMENTAL SERVICES	IPP MONITORING	843.00
08/09/2023	328056	FLAT OUT GRAPHICS	TSHIRTS	845.00
08/09/2023	328057	FLEETPRIDE	COMPOSITE PTC MIX KIT/BATTERIES/PARTS	1,045.72
08/09/2023	328058	FLUID CONNECTIONS, INC	HOSE-PETROLEUM, T-BOLT CLAMP	38.25
08/09/2023	328059	GALLS, LLC	BOOTS	149.99
08/09/2023	328060	MARK GEOVJIAN	ENTERTAINMENT @ SHARP PARK 8/15/23	200.00
08/09/2023	328061	GRAINGER	JANITORIAL SUPPLIES	926.91
08/09/2023	328062	MORRIE'S GRAND LEDGE FORD LINCOLN	SOCKET ASSEMBLY	261.67
08/09/2023	328063	GRAYMONT WESTERN LIME, INC.	HIGH CALCIUM QUICKLIME	7,246.54
08/09/2023	328064	GREAT LAKES EXPRESS SERVICE, INC.	MONTHLY MAIL SERVICE - JULY 2023	320.00
08/09/2023	328065	HAMMOND FARMS	SOIL	304.69
08/09/2023	328066	HASTINGS AIR-ENERGY CONTROL, INC.	PREVENTIVE MAINTENANCE	1,860.00
08/09/2023	328067	HAWORTH, INC	BALANCE DUE FOR SERVICES - WRRF CONTROL	1,380.00
08/09/2023	328068	I/O SOLUTIONS, INC.	SHIPPING (RETURNED UNUSED EXAM)	15.00
08/09/2023	328069	IRON HORSE EXCAVATION	MT HOPE PARK - APP 3	427,450.83
08/09/2023	328070	ANDREW JASON	BOARD OF REVIEW PER DIEM - JULY 2023	60.00
08/09/2023	328071	KANAZEH LAWN SERVICE	MOWING NOXIOUS WEEDS @ MULTIPLE PROPERTY	930.00
08/09/2023	328072	KENNEDY INDUSTRIES, INC.	6" VALVES TO REPLACE OLD VALVES	3,705.00
08/09/2023	328073	KIMBALL MIDWEST	PARTS	323.08
08/09/2023	328074	KNIGHT WATCH	GALAXY SOFTWARE MAINTENANCE RENEWAL	2,101.30
08/09/2023	328075	LACROSSE SEED	LAWN MIX, SHADY MIX, STRAW MAT	427.00
08/09/2023	328076	LAFONTAINE FORD, INC.	BRAKES & ROTORS	903.08
08/09/2023	328077	LAFONTAINE BUICK GMC INC	VEHICLE MIRROR	266.94
08/09/2023	328078	LAZBOY FURNITURE GALLERIES	ROCKING RECLINERS	5,752.00

08/09/2023	328079	LOU'S GLOVES, INC.	NITRILE GLOVES	970.00
08/09/2023	328080	MARK'S LOCK SHOP, INC.	RESTROOM KEYS	30.00
08/09/2023	328081	AUGUSTINE MARTINEZ	MUSIC IN THE PARK - 8/15/23	300.00
08/09/2023	328082	MCCROMETER, INC	FLOW METER FOR MILLETT TOWER	9,905.27
08/09/2023	328083	MENARDS	WIRE BRUSH SET, GRAFFITI REMOVER, TOOLS	1,122.38
08/09/2023	328085	MICHIGAN COMPANY, INC.	JANITORIAL SUPPLIES	448.37
08/09/2023	328086	MINT CITY EXCAVATING, INC.	REPAIR SEWER PIPE CLARK/ARLENE	25,325.00
08/09/2023	328087	MMAAO	SEMINAR - J.PAWLEY	25.00
08/09/2023	328088	MOORE & BRUGGINK, INC.	MALL/IVAN/ELMWOOD - PROF SVCS JUNE 2023	7,605.30
08/09/2023	328089	MOORE TROSPER CONSTRUCTION CO	DELTA MILLS RESTROOM - APP 2	5,566.50
08/09/2023	328090	MORRISON INDUSTRIAL EQUIP CO.	FILTERS FOR FORK TRUCK	55.30
08/09/2023	328091	MURPHY & SPAGNUOLO, P.C.	GENERAL COUNSEL - EYDE CONSENT JUDGEMENT	650.00
08/09/2023	328092	MYERS PLUMBING & HEATING, INC.	BOILER, CO CHECKS, WATER HEATER MAINTENANCE	2,075.07
08/09/2023	328093	NCL OF WISCONSIN	LAB SUPPLIES	1,607.58
08/09/2023	328094	NIGHT MAGIC DISPLAYS	PYROTEFCHNICS	34,650.00
08/09/2023	328095	NORTH AMERICAN SAFETY, INC	GREEN T-SHIRTS	235.50
08/09/2023	328096	NORTH GRAND RIVER COOPERATIVE	DELTA FIRE MEDICAL LINENS	28.30
08/09/2023	328097	NORTH RIVER TRUCK & TRAILER, INC.	CCTV TRUCK - COAX CABLE	758.54
08/09/2023	328098	NYE UNIFORM	UNIFORMS	3,084.45
08/09/2023	328099	OHM ADVISORS	DELTA MARKET PS MASTER PLAN - PROF SVCS	3,671.75
08/09/2023	328100	PHOENIX SAFETY OUTFITTERS	BOOTS	1,388.84
08/09/2023	328101	PROGRESSIVE AE	W SAGINAW HWY CORRIDOR - PROF SVDS THROU	797.50
08/09/2023	328102	PROVIDENCE CONSULTING COMPANY	MICROSOFT 365	2,071.94
08/09/2023	328103	PVS TECHNOLOGIES, INC.	FERRIC CHLORIDE SOLUTION	10,528.07
08/09/2023	328104	QUALITY TIRE, INC.	TIRES	851.02
08/09/2023	328105	ROSE PEST SOLUTIONS	MONTHLY PEST CONTROL	57.00
08/09/2023	328106	SCHINDLER ELEVATOR CORP.	ELEVATOR MAINTENANCE	588.09
08/09/2023	328107	SITEONE LANDSCAPE SUPPLY, LLC	SOIL PROBE, HAND TROWEL, ADJUSTABLE ROTO	1,032.31
08/09/2023	328108	SME	DENSITY TESTING - ST JOE WMB/MT HOPE	5,190.95
08/09/2023	328109	SME	MAJOR CAP IMP PHASE 1 - PROF SVCS	20,786.60
08/09/2023	328110	SME	WWTP MAJOR CAP IMP - PROF SVCS	12,304.60
08/09/2023	328111	SPARROW OCCUPATIONAL HEALTH SERVICE	EMPLOYEE SCREENING	806.00
08/09/2023	328112	SPARTAN IRRIGATION, INC.	LABOR	205.00
08/09/2023	328113	SPICER GROUP	MS4 PROGRAM / ULTIUM PROJECT	8,080.00

08/09/2023	328114	TETRA TECH, INC.	ST JOE HWY / WWTP/ ULTIUM /CARRIER CREEK	187,325.70
08/09/2023	328115	THREE MEN AND A TENOR	ENTERTAINMENT @ SHARP PARK 8/15/23	1,600.00
08/09/2023	328116	THRUN LAW FIRM P.C.	LEGAL SERVICES - JUNE 2023	2,574.00
08/09/2023	328117	TOMCO ASPHALT, INC.	ASPHALT REPAIR	1,800.00
08/09/2023	328118	KIMBERLY TYSON	BOARD OF REVIEW PER DIEM - JULY 2023	60.00
08/09/2023	328119	VIRIDIS DESIGN GROUP	MT HOPE PERIMTER PATH / MASTER PLAN	4,800.00
08/09/2023	328120	WEST SHORE SERVICES, INC.	SERVICE CALL AFTER POWER SURGE, SURGE PR	452.48
08/09/2023	328121	JON WISE	BOARD OF REVIEW PER DIEM - JULY 2023	60.00
08/09/2023	328122	WITMER PUBLIC SAFETY GROUP	GLOVE LEASHES	212.66
				<u>4,953,694.46</u>
			PAYABLES	\$ 4,953,694.46
			PAYROLL PAY ENDING 07/22/2023	\$ 444,625.41
				<u>\$ 5,398,319.87</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, JULY 17, 2023**

I. CALL TO ORDER

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

II. OPENING CEREMONIES – Pledge of Allegiance

III. ROLL CALL

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

Members Absent:

Others Present: Manager Brian T. Reed, Finance Director Courtney Nicholls, Building Director Matt Leach, Township Engineer Ernie West, Fire Chief Gregg Ginebaugh, Manager's Department Assistant Monique Allen, Parks, Recreation and Cemeteries Director Marcus Kirkpatrick, Planning Director Gary Bozek, Community & Economic Development Director Peter Menser, Utilities Director Rick Kane.

IV. PRESENTATIONS AND PROCLAMATIONS

Dick Peffley, Board of Water and Light, spoke regarding a project announced this week that makes improvements to the Delta Energy Park including renewable energy and battery generation.

V. SET/ADJUST AGENDA

TRUSTEE CASCARILLA MOVED TO APPROVE THE AGENDA AS PRESENTED.

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

VI. PUBLIC HEARING

VII. COMMUNICATIONS

1. WRRF Update

MONDAY, JULY 17, 2023, TOWNSHIP BOARD MINUTES – REGULAR MEETING
CHARTER TOWNSHIP OF DELTA

2. Ultium Update

3. DirectTV Annual Video Report

VIII. PUBLIC COMMENTS

IX. INTRODUCTION OF ORDINANCES

X. PASSAGE OF ORDINANCES

XI. CONSENT AGENDA

TRUSTEE BREWER MOVED TO APPROVE THE CONSENT AGENDA AS PRESENTED.

TRUSTEE MOJICA SUPPORTED THE MOTION.

ROLL CALL:

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

NAYS: NONE

ABSENT: NONE

THE MOTION PASSED 7-0.

4. Bills and Financial Transactions

Bonds/Debt Payments	\$	
Payroll & Related	\$	433,802.31
Refunds	\$	860.00
Tax Distributions	\$	
Vendor Claims	\$	3,700,096.76
Total	\$	4,134,759.07

TRUSTEE BREWER MOVED TO APPROVE THE CONSENT AGENDA AS PRESENTED.

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

5. Minutes

a. Monday, July 10, 2023

TRUSTEE BREWER MOVED TO APPROVE THE CONSENT AGENDA AS PRESENTED.

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

6. 2023 2nd Quarter Budget Amendment

TRUSTEE BREWER MOVED THAT THE DELTA TOWNSHIP BOARD AMEND THE 2023 GENERAL FUND AND CAPITAL PROJECTS FUND BUDGETS BY APPROVING THE CHANGES TO THE REVENUE AND EXPENDITURE ACCOUNTS PER THE ATTACHED SUMMARY.

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

7. Look Self Storage Partial Sewer Abandonment

TRUSTEE BREWER MOVED THAT THE DELTA TOWNSHIP BOARD APPROVE THE PARTIAL DISCHARGE OF SANITARY SEWER FACILITY EASEMENT FOR THE FORMAL ABANDONMENT OF A PORTION OF THE SANITARY SEWAGE FACILITY EASEMENT LOCATED ON PARCEL 040-012-300-275-00. I FURTHER MOVE THAT THE TOWNSHIP MANAGER BE AUTHORIZED AND DIRECTED TO SIGN THE EASEMENT ON BEHALF OF THE TOWNSHIP.

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

8. Wind Trace Preliminary Plat Approval Extension

TRUSTEE BREWER MOVED THAT THE DELTA TOWNSHIP BOARD GRANT A TWO-YEAR EXTENSION, VALID UNTIL JULY 17, 2025, OF THE TENTATIVE APPROVAL OF THE PRELIMINARY PLAT FOR LOTS 1 - 153 IN THE WIND TRACE DEVELOPMENT; AS ILLUSTRATED ON THE SUBMITTED DRAWING WITH A REVISED DATE OF 07/10/23, PREPARED BY KEBS, INC.

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

XII. ITEMS REMOVED FROM CONSENT AGENDA FOR DISCUSSION

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

XIV. OLD ITEMS OF BUSINESS

XV. NEW ITEMS OF BUSINESS

9. Final Consideration of Whisper Winds Consent Judgement 8th Stipulation

TRUSTEE BREWER MOVED THAT THE DELTA TOWNSHIP BOARD APPROVE THE EIGHTH (8 TH) STIPULATION TO THE GRAND LEDGE INVESTMENT GROUP, LLC/DELTA TOWNSHIP CONSENT JUDGMENT PERTAINING TO THE VILLAGE PLACE/WHISPER WINDS DEVELOPMENT. FURTHER, THE TOWNSHIP SUPERVISOR & CLERK ARE HEREBY AUTHORIZED TO SIGN SAID STIPULATION ON BEHALF OF DELTA TOWNSHIP; AND THE TOWNSHIP ATTORNEY IS DIRECTED TO CAUSE THE STIPULATION TO BE FILED WITH THE EATON COUNTY CIRCUIT COURT, AND SUBSEQUENTLY RECORDED WITH THE EATON COUNTY REGISTER OF DEEDS OFFICE.

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

10. Final Consideration of Rezoning Request in Case No. 05-23-09

TRUSTEE CASCARILLA MOVED THAT THE DELTA TOWNSHIP BOARD APPROVE THE REQUEST FOR THE PROPOSED REZONING OF THE WEST 260 FEET OF THE SUBJECT PARCEL (040-004-400-090-00) FROM AG2-AGRICULTURAL/RESIDENTIAL TO RB-LOW-DENSITY RESIDENTIAL AND THE REMAINDER OF THE PARCEL FROM AG2-AGRICULTURAL/RESIDENTIAL TO RC-MODERATE DENSITY RESIDENTIAL FOR THE FOLLOWING REASONS: (1) THE REQUEST MEETS THE GENERAL STANDARDS FOR AMENDMENTS TO THE OFFICIAL ZONING MAP FOUND IN SECTION 16.04(B) OF THE 2017 DELTA TOWNSHIP ZONING ORDINANCE. (2)THE USE IS CONSISTENT WITH THE FUTURE LAND USE RECOMMENDATIONS OF THE 2013 COMPREHENSIVE PLAN.

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

11. Horrock STFU Setback Appeal Request

TREASURER FEDEWA MOVED THAT THE DELTA TOWNSHIP BOARD GRANT THE APPEAL REQUEST FROM HORROCKS FARM MARKET TO ALLOW SPECIAL TRANSITORY FOOD UNITS (STFUS) TO BE LOCATED

MONDAY, JULY 17, 2023, TOWNSHIP BOARD MINUTES – REGULAR MEETING
CHARTER TOWNSHIP OF DELTA

ON THE PREMISES WITH A SEPARATION OF TEN (10) FEET FROM
ADJACENT STRUCTURES FOR THE FOLLOWING REASONS:

1. THE ALLOWED SETBACK REDUCTION IS CONSISTENT WITH THE SEPARATION REQUIREMENTS WITHIN THE BUILDING CODE WHICH ARE INTENDED TO PROTECT THE PUBLIC'S HEALTH, SAFETY, AND WELFARE.
2. THE AREA TO BE OCCUPIED ON THE HORROCKS PREMISES BY THE FOOD TRUCK AND THE ADJACENT GREENHOUSE STRUCTURE WILL BE SERVED BY A FIRE SUPPRESSION SYSTEM.
3. THE TOWNSHIP'S BUILDING OFFICIAL AND FIRE INSPECTOR HAVE CONCURRED THAT A MINIMUM SEPARATION OF TEN (10) FEET BETWEEN A FOOD TRUCK AND AN ADJACENT STRUCTURE IS ACCEPTABLE.

CLERK CLARK SUPPORTED THE MOTION. THE MOTION PASSED 7-0.

12. Eaton County Grant Program

TRUSTEE MOJICA MOVED THAT THE DELTA TOWNSHIP BOARD AUTHORIZE THE PARKS, RECREATION AND CEMETERIES DEPARTMENT TO APPLY FOR FUNDING THROUGH THE EATON COUNTY COMMUNITY GRANT PROGRAM FOR THE WEBSTER BRIDGE NON-MOTORIZED SHARED USE PATHWAY ENGINEERING DESIGN IN THE AMOUNT OF \$150,750 WITH A TOWNSHIP MATCH OF \$390,800 FOR A PROJECT TOTALING \$541,150.

I FURTHER MOVE THAT THE DELTA TOWNSHIP BOARD AUTHORIZE THE PARKS, RECREATION AND CEMETERIES DEPARTMENT TO APPLY FOR FUNDING THROUGH THE EATON COUNTY COMMUNITY GRANT PROGRAM FOR THE SHARP PARK SHELTER IN THE AMOUNT OF \$148,500 WITH A TOWNSHIP MATCH OF \$16,500 FOR A PROJECT TOTALING \$165,000.

I FURTHER MOVE THAT THE DELTA TOWNSHIP BOARD AUTHORIZE THE PARKS, RECREATION AND CEMETERIES DEPARTMENT TO APPLY FOR FUNDING THROUGH THE EATON COUNTY COMMUNITY GRANT PROGRAM FOR THE INVASIVE SPECIES CONTROL TOTALING \$5,000.

I FURTHER MOVE THAT THE DELTA TOWNSHIP BOARD AUTHORIZE THE PARKS, RECREATION AND CEMETERIES DEPARTMENT TO APPLY FOR FUNDING THROUGH THE EATON COUNTY COMMUNITY GRANT PROGRAM FOR THE EAST/WEST PATHWAY AND SHARP PARK

MONDAY, JULY 17, 2023, TOWNSHIP BOARD MINUTES – REGULAR MEETING
CHARTER TOWNSHIP OF DELTA

RENOVATIONS IN THE AMOUNT OF \$71,500 WITH A TOWNSHIP MATCH OF \$778,500 FOR A PROJECT TOTALING \$850,000.

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

13. Development District Liquor License Application Process

TRUSTEE BOWEN MOVED THAT THE DELTA TOWNSHIP BOARD AMEND THE DELTA TOWNSHIP FEE SCHEDULE TO ADD A \$500 FEE FOR THE PROCESSING OF LIQUOR LICENSE APPLICATIONS.

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

14. Zap Zone Liquor License Resolution

TRUSTEE CASCARILLA MOVED THAT THE DELTA TOWNSHIP BOARD ADOPT THE RESOLUTION RECOMMENDING APPROVAL TO THE MICHIGAN LIQUOR CONTROL COMMISSION OF THE APPLICATION FROM ZAP ZONE LANSING LTD. FOR A DEVELOPMENT DISTRICT LIQUOR LICENSE ISSUED UNDER MCL 436.152A(1)(B) FOR ON PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES AT THE FACILITY LOCATED AT 5220 W. SAGINAW HIGHWAY, LANSING, MI 48917, PROVIDED THEY MEET ALL STATE GUIDELINES FOR OPERATION.

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

XVI. MANAGER’S REPORT – Brian Reed, Township Manager

Manager Reed presented his updates to the Township Board:

- Township administrative building renovation is going well.
- Power outage last week has been repaired and had minimal ramifications.
- The Community Center is still being assessed. We are working with structural engineers and the insurance company to get it repaired as soon as possible to be able to resume services.
- Manager Reed along with several Board members attended the GM Facility reveal of the new Traverse and the re-introduction of a third shift.
- Walmart held a ribbon cutting after \$7 million reinvestment into the store.
- Saturday there was a Ross ribbon cutting and grand opening for Ross Dress for Less which was well attended.

MONDAY, JULY 17, 2023, TOWNSHIP BOARD MINUTES – REGULAR MEETING
CHARTER TOWNSHIP OF DELTA

- Tonight is Engineer Ernie West's last Board meeting after 7 years with the Township. He has helped build two brand new parks, assess our water, sewer, and facilities and completed many different projects that will benefit the Township. He has had many accomplishments and will be sorely missed.
- Ernie addressed the Board thanking for their support throughout his time with the Township.

XVII. COMMITTEE OF THE WHOLE

XVIII. CLOSED SESSION

XIX. PUBLIC COMMENTS

XX. ADJOURNMENT –

Supervisor Fletcher adjourned the meeting at 6:35pm.

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

July 26, 2023

**ENGINEER'S CERTIFICATION OF
SATISFACTORY COMPLETION**

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

RE: Project Spartan – Amazon Warehouse Development – Section 22

Dear Mary:

I hereby certify that the water main facilities installed as part of Project Spartan Amazon Warehouse Development project located at 6500 W. Mt. Hope Highway, at Creyts and Mt. Hope on approximately 120 acres of land in Section 22 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 Easement Grant, Waiver of Lien and Deed of Grant for the 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 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

July 26, 2023

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

RE: Project Spartan – Amazon Warehouse Development - Section 22

Dear Supervisor Fletcher and Delta Township Board Members:

The water main facilities installed for the Project Spartan – Amazon Warehouse Development project at 6500 West Mt. Hope Highway, at Creyts and Mt. Hope on approximately 120 acres of land in Section 22 of Delta Township has been completed. The required Waiver of Lien and Deed of Grant for the 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 Easement Grant, Waiver of Lien and Deed of Grant for the water main facilities installed to serve the Amazon Warehouse Development project located at 6500 West Mt. Hope Highway in section 22 of Delta Township, and

"Further, that said water main facilities be accepted into the Delta Township Water Main Systems."

Sincerely,

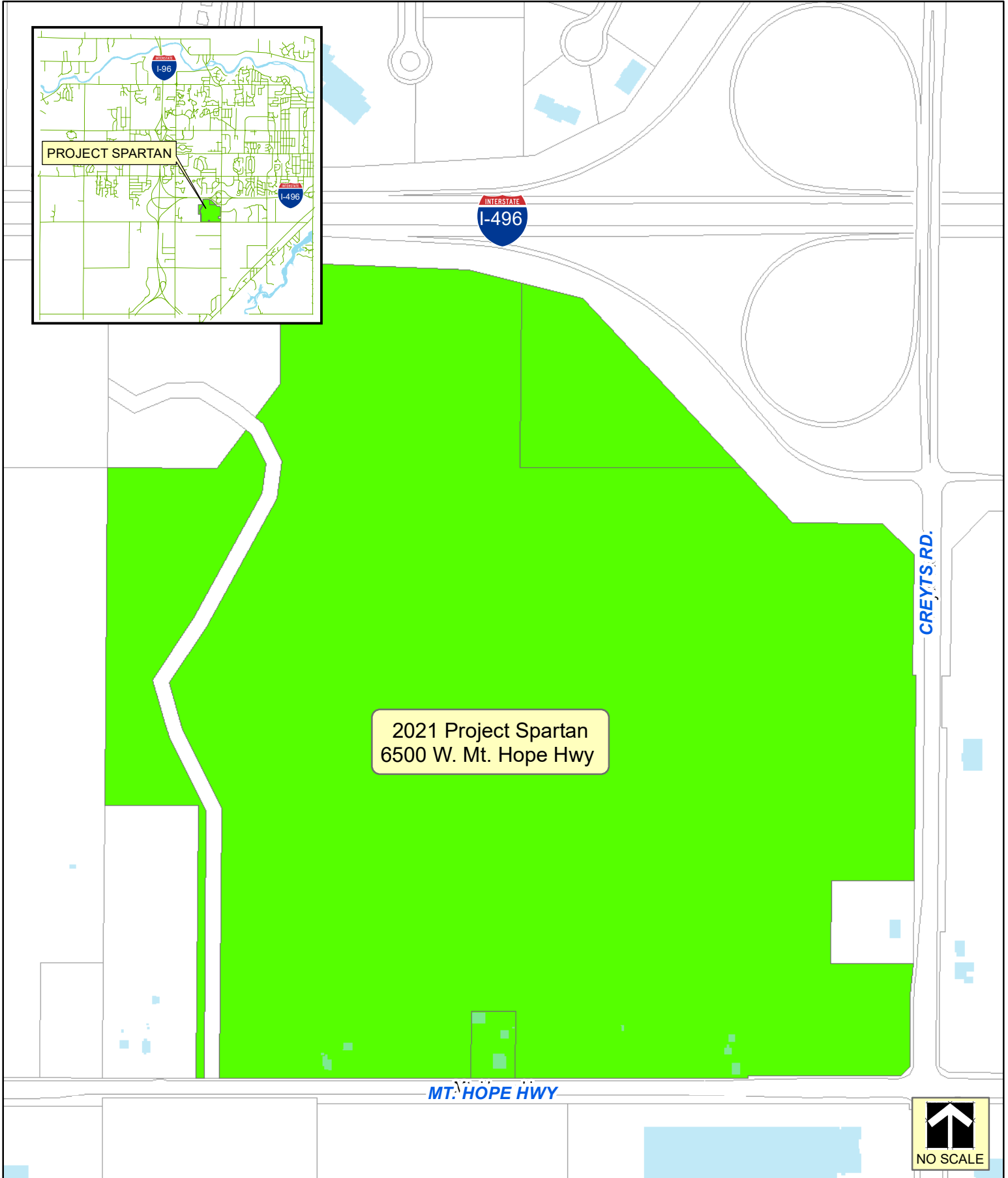
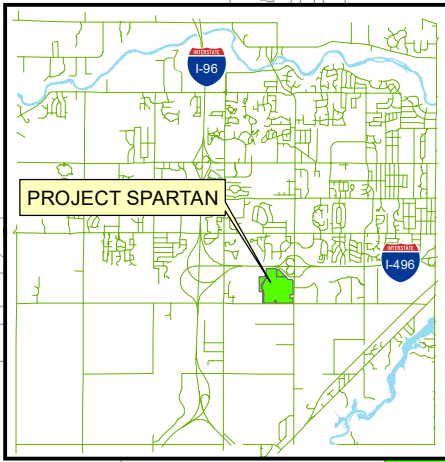
DELTA TOWNSHIP

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

Attachments

7710 West Saginaw Highway • Lansing, Michigan 48917-9712
Phone: (517) 323-8540 • Fax: (517) 327-1760
www.deltami.gov • www.facebook.com/deltatownship • www.twitter.com/deltatownship





DELTA CHARTER TOWNSHIP

7710 W. SAGINAW HIGHWAY
LANSING, MI 48917
517.323.8555



PROJECT SPARTAN
LOCATION MAP

DEED OF GRANT

THIS DEED OF GRANT made February 8, 2023, between **DELTA PARTNERS DEVELOPMENT, LLC**, 9550 West Higgins Rd, Suite 200, Rosemont, Illinois 60018, 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, 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 for the water main facilities installed within the Permanent Easements for Water Main facilities, Project Spartan (Amazon) located in Section 22 of Delta Township, Eaton County, Michigan and as illustrated upon the as-built drawings on file in the Delta Charter Township Engineering Department offices.

The Permanent Easements for Water Main facilities are granted pursuant to a separate Easement Grant and located within the following parcel of land, identified as Project Spartan (Amazon), legally described as: BEG AT THE SE COR OF SEC 22; THENCE S 89 DEG 22 MIN 57 SEC W ALONG THE S LINE OF SEC 22, 2262.98 FT, THENCE N 00 DEG 10 MIN 00 SEC W, 893.61 FT, N 27 DEG 09 MIN 20 SEC W 272.73 FT, N 16 DEG 48 MIN 40 SEC W 164.66 FT, N 32 DEG 52 MIN 00 SEC E 216.20 FT, N 28 DEG 09 MIN 20 SEC E 463.23 FT, N 07 DEG 29 MIN 40 SEC E, 122.58 FT, N 26 DEG 51 MIN 40 SEC W 130.97 FT, N 51 DEG 51 MIN 20 SEC W 34.49 FT, THENCE N 36 DEG 18 MIN 23 SEC E 130.97 FT, THENCE N 00 DEG 10 MIN 00 SEC W 382.77 FT TO S LINE OF I-496, THENCE ALONG SAID S LINE OF I-496: S 88 DEG 56 MIN 51 SEC E 600.96 FT, S 76 DEG 26 MIN 46 SEC E 375.02 FT, S 43 DEG 30 MIN 09 SEC E 980.85 FT, N 89 DEG 57 MIN 44 SEC E 290.00 FT, S 45 DEG 02 MIN 16 SEC E 141.42 FT, N 89 DEG 50 MIN 15 SEC E

60.00 FT TO E LINE OF SEC 22, THENCE S 00 DEG 09 MIN 45 SEC E 1697.56 FT TO POB. EXCEPT COM AT THE SE COR OF SEC 22, THENCE N 00 DEG 09 MIN 45 SEC W 396.00 FEET, THENCE S 89 DEG 50 MIN 15 SEC W 50.00 FT FOR THE POB OF THIS EXCEPTION, THENCE CONT S 89 DEG 50 MIN 15 SEC W 264.00 FT, N 00 DEGREES 09 MIN 45 SEC W 264.00 FT, N 89 DEG 50 MIN 15 SEC E 264.00 FT, S 00 DEG 09 MIN 45 SEC E 264.00 FT TO THE POB OF THIS EXCEPTION. T4N, R3W DELTA TOWNSHIP. SPLIT FROM PARCEL 23-040-022-400-043-00 FOR 2022.

With the location of said Permanent Easements for Water Main Facilities legally described as:

A 20-foot Wide Watermain Easement located in the Southeast 1/4 of Section 22, Town 04 North, Range 03 West, Charter Township of Delta, Eaton County, Michigan, more particularly described as: COMMENCING at the Southeast corner of Section 22; thence North 00 degrees 09 minutes 45 seconds West, along the East line of Section 22, 1332.64 feet; thence South 89 degrees 50 minutes 15 seconds West, perpendicular to the East line of Section 22, 50.00 feet to the West proposed 50-foot right of way line of South Creyts Road and the POINT-OF-BEGINNING of this 20-foot wide Watermain Easement; thence North 45 degrees 09 minutes 45 seconds West, 28.29 feet; thence North 00 degrees 09 minutes 45 seconds West, parallel with the East line of Section 22, 167.20 feet; thence South 89 degrees 50 minutes 15 seconds West, perpendicular to the East line of Section 22, 42.74 feet; thence North 76 degrees 18 minutes 26 seconds West, 29.96 feet; thence South 13 degrees 41 minutes 34 seconds West, 10.00 feet; thence North 76 degrees 18 minutes 26 seconds West, 20.00 feet; thence North 13 degrees 41 minutes 34 seconds East, 10.00 feet; thence North 76 degrees 18 minutes 26 seconds West, 4.69 feet; thence North 13 degrees 41 minutes 34 seconds East, 20.00 feet; thence South 76 degrees 18 minutes 26 seconds East, 52.22 feet; thence North 89 degrees 50 minutes 15 seconds East, perpendicular to the East line of Section 22, 40.31 feet; thence North 00 degrees 09 minutes 45 seconds West, parallel to the East line of Section 22, 27.50 feet; thence North 89 degrees 50 minutes 15 seconds East, perpendicular to the East line of Section 22, 20.00 feet to the proposed West 50-foot right of way line of South Creyts Road; thence South 00 degrees 09 minutes 45 seconds East, along the proposed West 50-foot right of way line of South Creyts Road and parallel to the East line of Section 22, 234.70 feet to the POINT-OF-BEGINNING.

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.

DELTA PARTNERS DEVELOPMENT, LLC

[Handwritten Signature]
(Signature)

Donald P. Schoenheider
(Printed Name)

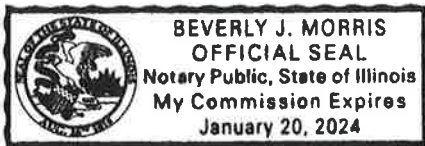
Its: Executive Vice President
(Title)

STATE OF IL)
)
COUNTY OF Cook)

On this 8th day of February, 2023, before me, personally appeared Donald P. Schoenheider, who being by me duly sworn, did say that he is the Executive Vice President of DELTA PARTNERS DEVELOPMENT, LLC, and that said instrument was signed on behalf of DELTA PARTNERS DEVELOPMENT, LLC and he acknowledged said execution to be a free act and deed.

[Handwritten Signature]
(Signature)

Beverly J. Morris
(Printed Name)



Notary Public Cook County

My Commission Expires: 01.20.2024

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

EASEMENT GRANT

This Easement made February 6, 2023, between **DELTA PARTNERS DEVELOPMENT, LLC**, whose address is 9550 West Higgins Rd, Suite 200, Rosemont, Illinois 60018, party of the First Part, and **DELTA CHARTER TOWNSHIP**, 7710 West Saginaw Highway, Eaton County, Lansing, Michigan 48917, hereinafter called the "Grantee."

WITNESSETH:

The Grantor, in consideration of One Dollar (\$1.00), grants and conveys to the Grantee and its successors an easement for a water main facility upon and under certain lands situated in Delta Township, Eaton County, Michigan described as follows to wit:

Permanent Easement for Water Main facilities on, over, and in the following parcel of land, identified as Project Spartan - Amazon, legally described as: Parcel Description Eaton County Parcel Number 040-022-400-043-01 Eastern Parcel Per Warranty Deed Liber 2954, Page 0386

A parcel of land being part of the Southeast 1/4 of Section 22, Town 04 North, Range 03 West, Charter Township of Delta, Eaton County, Michigan, more particularly described as: Beginning at the Southeast Corner of Section 22; thence South 89 degrees 22 minutes 57 seconds West, along the South line of Section 22, 2262.98 feet to the East line of a parcel of land conveyed to The Charter Township of Delta in a Warranty Deed recorded in Liber 593, Page 467, and Liber 595, Page 97, Eaton County Records; thence the following eight (8) courses along East line of the Delta Township Parcel:

- 1.) North 00 degrees 10 minutes 00 seconds West, 893.61 feet;
- 2.) North 27 degrees 09 minutes 20 seconds West, 272.73 feet;
- 3.) North 16 degrees 48 minutes 40 seconds West, 164.66 feet;
- 4.) North 32 degrees 52 minutes 00 seconds East, 216.20 feet;
- 5.) North 28 degrees 09 minutes 20 seconds East, 463.23 feet;
- 6.) North 07 degrees 29 minutes 40 seconds East, 122.58 feet;
- 7.) North 26 degrees 51 minutes 40 seconds West, 130.97 feet;
- 8.) North 51 degrees 51 minutes 20 seconds West, 34.49 feet to the East line of a parcel of land conveyed to the Carrier Creek Drainage District in a Declaration of Taking recorded Liber 1650, Page 1233, Eaton County Records; thence North 36 degrees 18 minutes 23 seconds East, along East line, 130.97 feet; thence North 00 degrees 10 minutes 00 seconds West, continuing along East line, 382.77 feet to South line of I-496, a limited access highway, as described in a Quit Claim Deed recorded in Liber 391, Page 741 and a Deed recorded in Liber 1234, Page 393, Eaton County Records; thence the following six (6) courses along South line of I-496:

- 1.) South 88 degrees 56 minutes 51 seconds East, 600.96 feet;
- 2.) South 76 degrees 26 minutes 46 seconds East, 375.02 feet;
- 3.) South 43 degrees 30 minutes 09 seconds East, 980.85 feet;
- 4.) North 89 degrees 57 minutes 44 seconds East, 290.00 feet;
- 5.) South 45 degrees 02 minutes 16 seconds East, 141.42 feet;
- 6.) North 89 degrees 50 minutes 15 seconds East, 60.00 feet to East line of section 22; thence South 00 degrees 09 minutes 45 seconds East, 1697.56 feet to the South line of Section 22 and returning to the Point of Beginning of this parcel description. EXCEPT a parcel of land as conveyed in Warranty Deeds recorded in Liber 417, Page 233, and Liber 425, Page 327, Eaton County Records, exception parcel is described as Commencing at the Southeast Corner of Section 22; thence North 00 degrees 09 minutes 45 seconds West, along the East line of Section 22, 396.00 feet; thence South 89 degrees 50 minutes 15 seconds West, perpendicular to the East line of Section 22, 50.00 feet to the Point of Beginning of this exception parcel description; thence continuing South 89 degrees 50 minutes 15 seconds West, perpendicular to the East line of Section 22, 264.00 feet; thence North 00 degrees 09 minutes 45 seconds West, parallel with to the East line of Section 22, 264.00 feet; thence North 89 degrees 50 minutes 15 seconds East, perpendicular to the East line of Section 22, 264.00 feet; thence South 00 degrees 09 minutes 45 seconds East, parallel with to the East line of Section 22, 264.00 feet

returning to the Point of Beginning of this exception parcel description.

With said Permanent Easement for Water Main Facilities legally described as: A 20-foot Wide Watermain Easement located in the Southeast 1/4 of Section 22, Town 04 North, Range 03 West, Charter Township of Delta, Eaton County, Michigan, more particularly described as: COMMENCING at the Southeast corner of Section 22; thence North 00 degrees 09 minutes 45 seconds West, along the East line of Section 22, 1332.64 feet; thence South 89 degrees 50 minutes 15 seconds West, perpendicular to the East line of Section 22, 50.00 feet to the West proposed 50-foot right of way line of South Creyts Road and the POINT-OF-BEGINNING of this 20-foot wide Watermain Easement; thence North 45 degrees 09 minutes 45 seconds West, 28.29 feet; thence North 00 degrees 09 minutes 45 seconds West, parallel with the East line of Section 22, 167.20 feet; thence South 89 degrees 50 minutes 15 seconds West, perpendicular to the East line of Section 22, 42.74 feet; thence North 76 degrees 18 minutes 26 seconds West, 29.96 feet; thence South 13 degrees 41 minutes 34 seconds West, 10.00 feet; thence North 76 degrees 18 minutes 26 seconds West, 20.00 feet; thence North 13 degrees 41 minutes 34 seconds East, 10.00 feet; thence North 76 degrees 18 minutes 26 seconds West, 4.69 feet; thence North 13 degrees 41 minutes 34 seconds East, 20.00 feet; thence South 76 degrees 18 minutes 26 seconds East, 52.22 feet; thence North 89 degrees 50 minutes 15 seconds East, perpendicular to the East line of Section 22, 40.31 feet; thence North 00 degrees 09 minutes 45 seconds West, parallel to the East line of Section 22, 27.50 feet; thence North 89 degrees 50 minutes 15 seconds East, perpendicular to the East line of Section 22, 20.00 feet to the proposed West 50-foot right of way line of South Creyts Road; thence South 00 degrees 09 minutes 45 seconds East, along the proposed West 50-foot right of way line of South Creyts Road and parallel to the East line of Section 22, 234.70 feet to the POINT-OF-BEGINNING.

This Grant of Easement also includes the right of ingress and egress for all purposes incident to such easements; it being expressly understood that no structures will be placed over such easements.

The Grantor reserves the right to grant to others, additional easement rights, in the easement areas hereby being granted, for the installation and maintenance of gas, electric power, telephone structures and lines; said right being subject to the approval by the Grantee as to the location and size of the proposed easement facilities. Said approval by the Grantee shall not be unreasonably withheld. All such additional easement shall be subject to the prior rights of the Grantee and additional expenses

incurred in the construction, maintenance, repair or replacing of the water main facilities owned by the Grantee resulting from these additional easements and the presence of the gas, electric, or telephone structures and lines shall be assumed by the owners of the structures or lines causing such extra expense.

Grantor agrees to pay all costs for adjusting fire hydrants and valve boxes should any earth changes or grade alterations be made by said Grantor within said water main easement.

It is understood and agreed by the parties that the responsibility for accomplishing and paying all costs for operating, maintaining, using, repairing, or to replace said installed water main facilities, shall be that of the Grantee, and that when such said work is required, the Grantee shall ensure that all grass surface areas, fences, gravel, stone, bituminous or concrete, curbing, sidewalks, parking areas or drives are returned to substantially the same condition as existed prior to such work. Full responsibility, including removing and/or replacement costs for private buildings or other structures or any flowers, shrubs, trees or other such features which may exist within this easement as may be conditioned above, or otherwise, shall be that of the party of the Grantor or its successors and assigns forever.

This Easement is hereby declared to be a perpetual easement and shall be construed as a real covenant attached to a running with the land.

This Easement shall be binding upon and inure to the benefit of the parties hereto and their representatives, assigns or successors.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

This Easement 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.

GRANTOR:

DELTA PARTNERS DEVELOPMENT, LLC

Donald P. Schoenheides
(Signature)

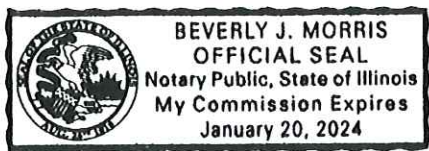
Donald P. Schoenheides
(Printed Name)

Its: Executive Vice President

STATE OF IL)
)

COUNTY OF Cook)

On this 6th day of February, 2023, before me, personally appeared Donald P. Schoenheides, who being by me duly sworn, did say that he is the Executive Vice President of DELTA PARTNERS DEVELOPMENT, LLC, and that said instrument was signed on behalf of DELTA PARTNERS DEVELOPMENT, LLC and he acknowledged said execution to be a free act and deed.



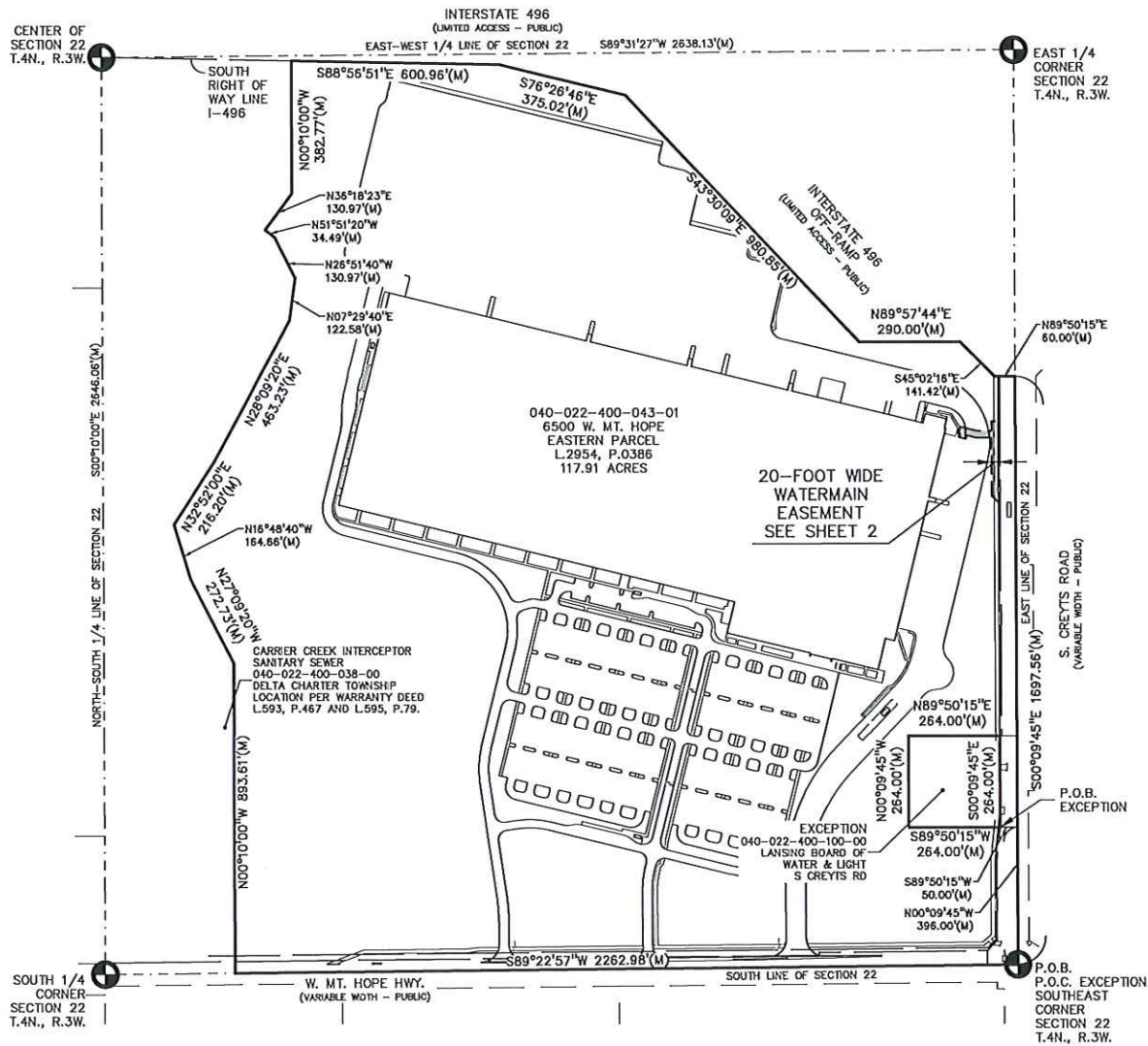
Beverly J. Morris (signature)
Beverly J. Morris (printed)
Notary Public, Cook County, Michigan IL

My commission expires: 01.20.2024
Acting in the County of Cook

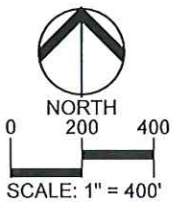
PREPARED BY AND AFTER RECORDING RETURN TO:

Jennifer Bernardin
Engineering Department
Delta Township
7710 West Saginaw Highway
Lansing, Michigan 48917

\\prodinc\prod\PROJETS\2021\2021-0068 HILLWOOD DELTA TOWNSHIP SURVEY-DEPT\210068ESMT\MA\210068-ESMT-1M.dwg PLOT DATE: 11/15/2022 BY: Jared Hickey



PEA GROUP
1: 844.813.2949
www.peagroup.com



CLIENT
DELTA PARTNERS DEVELOPMENT, LLC
3000 TURTLE CREEK BLVD.
DALLAS, TX 75219

DRAWING NAME
PARCEL SKETCH

DATE:
NOVEMBER 15, 2022

PEA JOB NO. 2021-0068

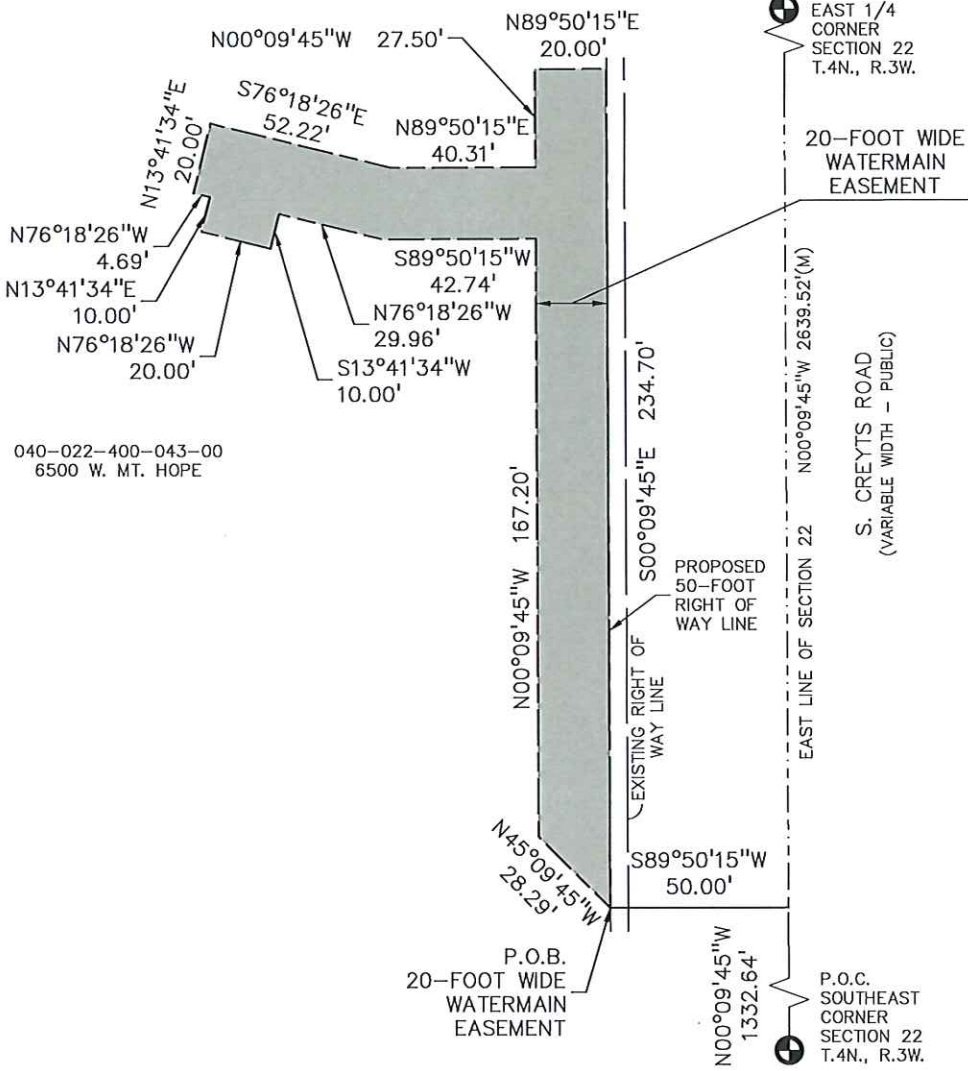
PM. CB

DN. JSH

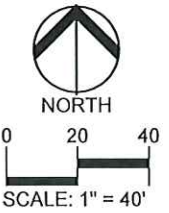
DRAWING NUMBER

1 of 2

\\peadinc\pead\PROJECTS\2021\2021-0068 HILLWOOD DELTA TOWNSHIP\SURVEY\DEPT\210068ESK\WMA\210068-ESK\T-1M.dwg PLOT DATE: 11/15/2022 BT: Jared Hasley



PEA GROUP
 t: 844.813.2949
 www.peagroup.com



CLIENT
DELTA PARTNERS DEVELOPMENT, LLC
 3000 TURTLE CREEK BLVD.
 DALLAS, TX 75219

DRAWING NAME
WATERMAIN EASEMENT SKETCH

DATE:
 NOVEMBER 15, 2022

PEA JOB NO. 2021-0068
 PM. CB
 DN. JSH
 DRAWING NUMBER.

CONSENT AND SUBORDINATION
[Water Main Easement]

The undersigned, **CITIZENS BANK, N.A.**, a national banking association, as Administrative Agent (together with its successors and assigns acting in such capacity under the Loan Agreement (as defined in the Mortgage [hereinafter defined]) ("Mortgage"), the beneficiary under that certain Continuing Collateral Mortgage Agreement dated October 27, 2021 (the "Mortgage") executed by **DELTA PARTNERS DEVELOPMENT, LLC**, a Delaware limited liability company, ("Mortgagor"), recorded on October 29, 2021 in Liber 2965, Page 0091, as Document Number 21021686, in the Recorder of Deeds Office in and for Eaton County, Michigan, hereby consents to the terms, provisions and conditions of the Easement Grant by and between Mortgagor and Delta Charter Township, a Michigan charter township organized and operating under the Charter Township Act, MCL 42.1, et seq., as amended, ("Easement Agreement") to which this Consent and Subordination is attached, and, subject to the terms and provisions of this Consent and Subordination, subordinates the lien and security interests of the Mortgage to the Easement Agreement, such that from and after the effective date of this Consent and Subordination, the terms, provisions and conditions of the Easement Agreement are and shall be prior and superior to the liens, security interest, terms and provisions of the Mortgage; provided, however, this Consent and Subordination: (i) shall not be construed or operate as a consent and subordination to any other amendment to or modification of the Easement Agreement, or a release of the lien and security interests of the Mortgage, but shall instead confirm that the lien and security interests of the Mortgage shall hereafter be upon and against all of the property subject to the Mortgage; and (ii) shall not modify or amend the terms and provisions of the Mortgage.

MORTGAGEE:

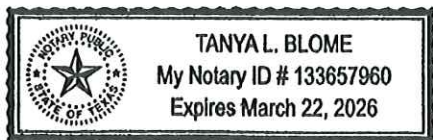
CITIZENS BANK, N.A.,
a national banking association

By: _____
Name: Kevin Haley
Title: Senior Vice President

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me on the 20th day of January, 2023, by Kevin Haley, Senior Vice President of Citizens Bank, N.A., a national banking association, on behalf of said bank.

Notary Public



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 Project Spartan (Amazon), and legally described as: BEG AT THE SE COR OF SEC 22; THENCE S 89 DEG 22 MIN 57 SEC W ALONG THE S LINE OF SEC 22, 2262.98 FT, THENCE N 00 DEG 10 MIN 00 SEC W, 893.61 FT, N 27 DEG 09 MIN 20 SEC W 272.73 FT, N 16 DEG 48 MIN 40 SEC W 164.66 FT, N 32 DEG 52 MIN 00 SEC E 216.20 FT, N 28 DEG 09 MIN 20 SEC E 463.23 FT, N 07 DEG 29 MIN 40 SEC E, 122.58 FT, N 26 DEG 51 MIN 40 SEC W 130.97 FT, N 51 DEG 51 MIN 20 SEC W 34.49 FT, THENCE N 36 DEG 18 MIN 23 SEC E 130.97 FT, THENCE N 00 DEG 10 MIN 00 SEC W 382.77 FT TO S LINE OF I-496, THENCE ALONG SAID S LINE OF I-496: S 88 DEG 56 MIN 51 SEC E 600.96 FT, S 76 DEG 26 MIN 46 SEC E 375.02 FT, S 43 DEG 30 MIN 09 SEC E 980.85 FT, N 89 DEG 57 MIN 44 SEC E 290.00 FT, S 45 DEG 02 MIN 16 SEC E 141.42 FT, N 89 DEG 50 MIN 15 SEC E 60.00 FT TO E LINE OF SEC 22, THENCE S 00 DEG 09 MIN 45 SEC E 1697.56 FT TO POB. EXCEPT COM AT THE SE COR OF SEC 22, THENCE N 00 DEG 09 MIN 45 SEC W 396.00 FEET, THENCE S 89 DEG 50 MIN 15 SEC W 50.00 FT FOR THE POB OF THIS EXCEPTION, THENCE CONT S 89 DEG 50 MIN 15 SEC W 264.00 FT, N 00 DEGREES 09 MIN 45 SEC W 264.00 FT, N 89 DEG 50 MIN 15 SEC E 264.00 FT, S 00 DEG 09 MIN 45 SEC E 264.00 FT TO THE POB OF THIS EXCEPTION. T4N, R3W DELTA TOWNSHIP. SPLIT FROM PARCEL 23-040-022-400-043-00 FOR 2022 for all labor and materials for the construction, erection and alteration of the public portion of the water main facilities situated on the premises above described and identified under the following Michigan Department of Environment, Great Lakes, and Energy (EGLE): EGLE Act 399 Permit No. W211066, dated October 14, 2021.

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

WATER: \$ 150,000.00

Signed, Sealed and Delivered this 9th day of February, 2023.

BY: 

Donald P. Schoenheider
Title Executive Vice President

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



Engineering Department

(517) 323-8540

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

FROM Ernie West, Township Engineer

DATE: July 17, 2023

**SUBJECT: Ultium 3 Battery Plant
Water and Sanitary Sewer Service
Bid Package 1 – Dunigan Brothers
Recommendations for Approval of Change Order No. 5**

Background

On November 14, 2022, the Township Board awarded a contract to Dunigan Brothers of Jackson, Michigan for construction of water and sanitary sewer system upgrades required to serve the Ultium 3 Battery Plant project. Contracts for Bid Package #1 and Bid Package #2 were awarded in the amounts of \$8,121,732.50 and \$2,756,000.00, respectively. Authorization was also given to the Township Manager to negotiate with Dunigan Brothers for work associated with Bid Package #3 due to a lack of bids having been received for this critical work. The Township subsequently amended Dunigan Brothers contract to add the critical portions of Bid Package #3 in the amount of \$1,785,350.00. Dunigan Brothers commenced construction in late December and are progressing with the project as planned.

The Township has previously modified Dunigan Brothers contracts to address items that have arisen during construction, via Change Order Nos. 1, 2, 3 and 4. At this time, Change Order No. 5 is being presented for consideration. Change Order No. 5 addresses costs associated with containing, testing and disposing of water contaminated with a petroleum product that was encountered when installing water main on the Millet water tower site. This is an unknown condition that was discovered during construction.

Staff and TetraTech have reviewed the pricing and recommend acceptance of this change order in the amount of \$36,304.90. A copy of the change order is attached to this memo.

Funding

As the site is owned by GM, with an easement granted to Delta Township for use as a water tower site, and as the water main installation is for the benefit of GM/Ultium, these additional costs will be passed on to GM/Ultium, using available contingency funds. The available contingency funds at this time are approximately \$400,000.



Required Action

The following motion is offered for your consideration:

"I move that the Delta Township Board approve the proposed Change Order No. 5 with Dunigan Brothers for the Ultium 3 Battery Plant Water and Sanitary Sewer Service projects, increasing the contract prices for Bid Package #1 by \$36,304.90. I further move that the Township Manager be authorized and directed to execute the change order on behalf of the Township."

Staff will attend the August 7, 2023 Township Board Meeting to answer any questions or address any concerns of the Board. If there are any questions in the interim, please let us know. Thank you.

CONTRACTOR: Dunigan Bros., Inc.
 911 East South Street
 Jackson, MI 49203
 Attn: Patrick Dunigan II
 OWNER: Delta Township, Michigan

C.O. Number: 5
 Date: 13-Jul-23
 Project: Ultium 3 Battery Plant
 BP 1 - Water And Sanitary Sewer Improvements
 Contract: 200-214200-22002

TO THE CONTRACTOR NAMED ABOVE:

Under the terms of this Agreement, and upon acceptance of the CONTRACTOR and approval of OWNER, ENGINEER recommends the following changes to the Agreement:

<u>Item No.</u>	<u>Description</u>	<u>Add/Deduct</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
WCD 07	Contaminated Water	ADD	1	\$ 36,304.90	\$ 36,304.90
					\$ -
	Total This Change Order				\$ 36,304.90

REASON FOR CHANGE:

WCD 07 Contractor broke unmarked and unknown drain tile that contained a water with a distinct diesel fuel odor. After conduction a soil and water sample, contamination was found in the water. Water is to be pumped out and disposed of properly at an approved General Motors facility.

Original Contract Price	\$ 8,121,732.50
This Change Order Add	\$ 36,304.90
Change Order 01	\$ 16,893.60
Change Order 02	\$ 48,358.72
Change Order 03	\$ 96,012.50
Change Order 04	\$ 71,485.23
Revised Contract Price	\$ 8,390,787.45
Current Substantial Completion Date	SCH B,C & E: 6/15/23 and SCH A & D: 10/15/23
Revised Substantial Completion Date	SCH D: 10/20/23
Current Final Completion Date	1-Nov-23
Revised Final Completion Date	N/A
Contract Time Extension	5 Days

The above is agreed to as full and complete compensation for the Work listed in the Change Order.

RECOMMENDED BY: Tetra Tech



DATE

7/13/2023

ACCEPTED BY:

Dunigan Bros., Inc.



DATE

7/13/23

APPROVED BY:

Delta Township, Michigan

DATE



TETRA TECH
CONSULTING ENGINEERS
EAST LANSING, MICHIGAN
WORK CHANGE DIRECTIVE

TO: Dunigan Bros., Inc.
911 East South Street
Jackson, MI 49203
Attn: Patrick Dunigan II

PROJECT: Delta Township, Michigan
Ultium 3 Battery Plant
Bid Package 1

WCD NO.: 7

DATE: 7/5/2023

INTENT: To prevent a possible delay in the work, you are directed to proceed with the following changes. Before proceeding, this directive must be approved by Delta Township.

Description of Work

Bulkhead existing drain tile on each side of trench that was located. Remove existing contaminated water and dispose of at an approved General Motors facility. Fill with clean class 2 sand and install pipe per the plans trench detail. Contractor to take any precautions deemed necessary per attached report from SME. Cost to include all materials, time and disposal of contaminated water.

Item No:	Description	Quantity	Unit	Unit Price	Amount
*D110	Millet WT Drain Tile	1	LS	\$ 36,304.90	\$ 36,304.90
					\$ -
				Total:	<u>\$36,304.90</u>

*** Denotes new item to the Contract**

REASON FOR CHANGE:

Contractor broke unmarked and unknown drain tile that contained a water with a distinct diesel fuel odor. After conduction a soil and water sample, contamination was found in the water. Water is to be pumped out and disposed of properly at an approved General Motors facility.

Will the work covered by this Work Change Directive require an extension of the contract completion date? Yes

How many additional calendar days? 5 to substantial completion date

The Contract will be adjusted by a future change order based on:

- Actual quantities as measured in field
- Lump Sum

TETRA TECH

Andy Heise 7/5/2023
BY: _____

Dunigan Bros., Inc.

Patrick Dunigan II 7/5/23
BY: _____
Delta Township, Michigan

BY: _____



911 E South St.
 Jackson, MI 49203
 Ph: 517-787-4720
 Fx: 517-787-3023
 Email: patrick@duniganbros.com

JACKSON, MICH.

6/29/2023

Delta Township Ultium WM and FM
 Water Tower Site Contaminated Water

During Excavation of the 20" Watermain between the water tower site and Millett Hwy Dunigan Bros. Inc encountered and old drain tile that was unmarked and appeared to have fuel or oil in the tile. At the township and Tetra Tech's direction work was stopped, Frack Tank was sent to site, The water was pumped out, stored, and is to be sent for legal disposal.

Attached are the costs for downtime for stopping, investigation, frack tank installation and removal, and remobilizing for the work to be completed.

Unit	# Units	Hr \$ per Unit	Extra Hrs Worked	Total Extra Costs
Foreman	1	\$ 62.44	20	\$1,248.80
Laborers	2	\$42.90	20	\$1,716.00
Operators	2	\$53.88	20	\$2,155.20
Deere 300 G Excavator	1	\$147.35	20	\$2,947.00
Deere 544 Loader	1	\$59.38	20	\$1,187.60
Deere 450 Dozer	1	\$56.44	20	\$1,128.80
Deere 135 Excavator	1	\$67.00	20	\$1,340.00
Valicor Disposal (11,000 Gallon Max)	1	\$9,250.00	1	\$9,250.00
Rain For Rent Setup	1	\$2,303.10	1	\$2,303.10
Rain For Rent Monthly Rental	1	\$2,185.57	2	\$4,371.14
Rain For Rent Teardown	1	\$1,714.44	1	\$1,714.44
Pickup Truck	1	\$30.00	20	\$600.00
Total Unit Costs				\$29,962.08
15% OH (equipment and labor only)				\$1,848.51
15% Markup				\$4,494.31
Total Extra Costs				\$36,304.90

Labor Rate Breakdowns

	Wage	Fringe	7% Tax	Total Hourly Rate	OT Rate
Operators	\$ 34.00	\$ 17.50	\$ 2.38	\$ 53.88	\$ 58.98
Laborers	\$ 24.00	\$ 17.22	\$ 1.68	\$ 42.90	\$ 46.50
Foreman	\$ 42.00	\$ 17.50	\$ 2.94	\$ 62.44	\$ 68.74

Equipment Blue Book Rates Attached.



The national leader in Centralized Wastewater Treatment

Project Name: Delta Township Water
Client Company: Dunigan Bros., Inc.
Client POC: Patrick Dunigan II
Project Address: 8110 Millett Hwy., Lansing, MI 48917
Billing Address: 911 E. South Street Jackson, MI 49203

Project ID Number: INKIS0623-0619
Valicor Representative: Paul David
Valicor Office: Inkster
Quote Effective Date: 6/28/2023
Quote Expiration Date: 60 days

Introduction. Valicor is the largest provider of non-hazardous wastewater treatment services in North America. Leveraging our extensive fleet of tankers and a network of strategically located centralized wastewater treatment facilities, we transport and process diverse wastewater streams that result from the manufacture of industrial and consumer goods. Valicor offers industrial and specialty field services that include liquid/dry vacuum services, tank cleaning and environmental cleanup support. Valicor's mission-critical services allow customers to meet federal, state and local regulations by safely and responsibly disposing of oily water, leachate, soaps, line flush waste, and similar waste streams and it also provides a diverse set of landfill solidification, product destruction and retail oil services. As an ISO 14001 certified organization, Valicor takes great pride in our environmental compliance process.

Scope of Work

Valicor will start by providing 2 vacuum tankers with operators to vacuum the bulk of the liquids from the on-site Frac tank. Up to 11,000 gallons of non-hazardous wastewater will be transported and disposed of according to governmental regulations. Then Valicor will provide an Air Mover, a 3k/5k hotsy, and support vehicles to clean out the Frac Tank. All Waste generated during the cleaning process will be managed according to all environmental requirements. Valicor will provide 2 field technicians and 1 supervisor and 1 operator/truck driver for an 8-hour port-to-port cleaning shift. All required PPE, confined space gear, equipment and materials are included in this quote.

Clarifications:

1. The volumes noted below are estimates based on observations at the time of inspection, actual volumes could vary.
2. All volumes additional to the rates noted below will be invoiced at the rate of \$0.15/Gallon, additional to the quoted rates below.
3. The bulk transport rates below are based on two tanker loads with up to 5500 gallons each.
4. If greater volumes are present at the time of the project, any required supplemental bulk transport would be invoiced at \$140.00/Hr. in addition to the rates noted below.

Fee Schedule

The following fee schedules will be used for the Scope of Work described above.

Service	Unit	Quantity	Price	Total
Frac Tank Cleaning (Up to 750 Gallons Disposal)	job	1	\$5,100.00	\$5,100.00
Bulk Waste Trans & Disposal (Up to 11,000 Gallons Disposal)	job	1	\$4,150.00	\$4,150.00
Project total	job	1	\$9,250.00	\$9,250.00



Valicor's Mission

We are committed to demonstrating leading-edge sustainable solutions and approaches to industrial production and materials management. While others are satisfied with only meeting customer needs, Valicor is reaching higher by pursuing new technologies and partnerships centered on solving our customer's most demanding output and production challenges.

Terms and Conditions.

By signing this quote, you hereby agree to be bound by the terms and conditions set forth herein and the additional terms and conditions made available on Valicor's website at: <https://valicor.com/quote-terms-and-conditions>, which additional terms and conditions are incorporated herein by reference in their entirety and are subject to change from time to time.

Payment

1. The pricing set forth herein is based on the Scope of Work described herein. Any deviation from the Scope of Work described herein will require re-pricing and will either be managed directly by the parties or (if applicable) be addressed in a negotiated services agreement. Totals set forth herein are estimated costs only. All invoices will reflect actual times, equipment used and processing costs at the unit rates documented in the fee schedule.
2. Hourly rates are billed portal to portal.
3. Payment to Valicor is due within 30 days of the date of invoice unless otherwise agreed in writing. Following the due date, interest will be charged at the lower of (a) 1.5% per month and (b) the maximum rate permitted by law.
4. The pricing set forth herein is contingent upon submission of an acceptable sample for treatability and an approved profile prior to the start service, all of which must be completed prior to scheduling any service. A \$650 analytical fee will be charged unless an acceptable analysis is provided or not required by Valicor.

Work

1. Client shall provide unobstructed access to the work area and instruction/guidance for complying with any on-site safety protocols and procedures.
2. Delays incurred outside the control of Valicor will result in additional charges and/or hourly rates for personnel and equipment.

Miscellaneous

1. This quote is valid until the quote expiration date set forth above (or, if not set forth above, for a period of 45 days following delivery by Valicor to Client) and shall expire unless Client executes this quote prior to the end of such period (as such period may be extended by Valicor in writing).
2. Notwithstanding anything to the contrary contained herein, if any material provided by Client does not conform in any material respect to the Waste Profile attached hereto as Attachment A or the Waste Quality Standards (as defined below) (in either case, "Non-Conforming Material"), then Valicor will have the right to immediately discontinue taking the material and any other material from Client without liability hereunder or otherwise. In the event that Valicor takes receipt of Non-Conforming Material, Client agrees that Valicor may elect to return such Non-Conforming Material to Client at Client's sole cost and expense, and Client agrees to be responsible for any such Non-Conforming material; provided that any non-conformance shall not be deemed to be "material" for purposes hereof to the extent that it (a) is the result of immaterial changes caused by weather conditions and/or tank levels and (b) does not cause the material to (i) exceed the treatment capabilities of Valicor or (ii) consist of a type of waste with respect to which Valicor is not permitted or licensed to accept, transport, treat and/or dispose. "Waste Quality Standards" means, with respect to any material, that such material is free from any contamination or any substances that would result in such material not meeting any requirements imposed by applicable law for transportation by truck or any quality standards of the disposal site.
3. The Client shall indemnify, defend and hold harmless Valicor, its affiliates and their respective directors, employees and agents from and against any and all third party suits, claims, actions, demands, liabilities, expenses and/or losses, including reasonable legal expenses and reasonable attorneys' fees, to the extent such losses result from any (a) breach of the applicable Quote or applicable law by such Client, (b) negligence or willful misconduct of such Client, its affiliates or sublicensees, or their respective directors, employees and agents and (c) any Non-Conforming Waste (as defined in each applicable Quote).
4. IN NO EVENT SHALL VALICOR BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO



Valicor's Mission

We are committed to demonstrating leading-edge sustainable solutions and approaches to industrial production and materials management. While others are satisfied with only meeting customer needs, Valicor is reaching higher by pursuing new technologies and partnerships centered on solving our customer's most demanding output and production challenges.

EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO VALICOR PURSUANT TO THIS QUOTE.

5. Acceptance of any services under this quote by Client shall constitute an unconditional acceptance of these terms and conditions by Client.
6. The parties hereto may not amend this quote except by written instrument signed by both of the parties.



Valicor's Mission

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Client Acceptance and Agreement. Please signify your acceptance of the above pricing, specifications and terms and conditions by signing below and returning this quote to the above referenced Valicor representative. By signing this quote, you acknowledge that you are an authorized representative of the Client and accept the above terms and conditions.

[CLIENT NAME]

By: _____

Name: _____

Title: _____

Date: _____



Valicor's Mission

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INVOICE

Rain For Rent Detroit
26300 Capital Ave
Redford Twp MI 48239
United States
313-937-8629

24/7 Emergency 800-742-7246
www.rainforrent.com

Your sales person	REMIT PAYMENTS TO:
ADAM PHILLIPS	Rain for Rent RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1173539
CUSTOMER DUNIGAN BROS INC

CUSTOMER # 140526

NAME DUNIGAN BROS INC

ADDRESS 911 E SOUTH ST
Jackson MI 49203

INVOICE#	INVOICE DATE	PO or JOB#	PAYMENT DUE
1886852	6/16/2023	2022-05	7/16/2023

PLEASE PAY \$2,185.57

SHIPPED TO JOBSITE:
NAME DUNIGAN BROS INC

ADDRESS 8110 MILLETT HWY
Lansing MI 48917

PHONE

PHONE

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
1.00	EA	Spillguard Econ 10'x50'x1' PC28	222003	Current	5/19/2023	6/15/2023	28.00	\$908.32	\$908.32	Y
1.00	EA	TANK SMOOTH WALL COATED	257785	Current	5/19/2023	6/15/2023	28.00	\$1,088.64	\$1,088.64	Y

ENVIRONMENTAL FEE:	\$64.90
TOTAL SALES:	\$0.00
TOTAL RENTALS:	\$1,996.96
TOTAL SERVICES:	\$0.00
TOTAL OTHER:	\$0.00
SUBTOTAL:	\$2,061.86
TAX:	\$123.71
TOTAL:	\$2,185.57

FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT.
PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1.50%
CUSTOMER, (RENTEE OR BUYER as context requires), shall be deemed to accept
all terms, conditions and provisions hereof upon execution of this agreement;
ordering; or delivery of equipment to customer, whichever comes first.

PAYMENT TERMS: NET 30

SIGNATURE: _____ DATE: _____



INVOICE

Rain For Rent Detroit
 26300 Capital Ave
 Redford Twp MI 48239
 United States
 313-937-8629

24/7 Emergency 800-742-7246
 www.rainforrent.com

Your sales person	REMIT PAYMENTS TO:
ADAM PHILLIPS	Rain for Rent RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1173539	INVOICE# 1876174	INVOICE DATE 5/24/2023	PO or JOB# 2022-05	PAYMENT DUE 6/23/2023
CUSTOMER DUNIGAN BROS INC				
CUSTOMER # 140526				
NAME DUNIGAN BROS INC				
ADDRESS 911 E SOUTH ST Jackson MI 49203				
			PLEASE PAY	\$2,303.10
SHIPPED TO JOBSITE:				
NAME DUNIGAN BROS INC				
ADDRESS 8110 MILLETT HWY Lansing MI 48917				

PHONE

PHONE

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
1.00	EA	Delivery Hauling	M110			SERVICES	0.00	\$720.00	\$720.00	
1.00	EA	General Labor	M149			SERVICES	0.00	\$121.50	\$121.50	
1.00	EA	Install Labor	M140			SERVICES	0.00	\$1,260.00	\$1,260.00	
1.00	EA	Fuel Surcharge	FSC			SERVICES	0.00	\$201.60	\$201.60	

TOTAL SALES:	\$0.00
TOTAL RENTALS:	\$0.00
TOTAL SERVICES:	\$2,303.10
TOTAL OTHER:	\$0.00
SUBTOTAL:	\$2,303.10
TOTAL:	\$2,303.10

FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT.
 PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1.50%
 CUSTOMER, (RENTEE OR BUYER as context requires), shall be deemed to accept
 all terms, conditions and provisions hereof upon execution of this agreement;
 ordering; or delivery of equipment to customer, whichever comes first.

PAYMENT TERMS: NET 30

SIGNATURE: _____ DATE: _____



RAIN FOR RENT
26300 Capital Ave
Redford Twp, MI, 48239
313-937-8629
rainforrent.com
aphillips@rainforrent.com

DUNIGAN BROS INC
Account: 140526
911 E SOUTH ST
Jackson, MI, 49203
Dustin Dunigan
dustin@duniganbros.com

Dear Dustin Dunigan,

Thank you for your inquiry. As requested, please find attached our proposal 1064-IND-2073705 for Dunigan Bros Jobsite. We value this opportunity to provide a solution for your liquid handling need and we are committed to partnering with you to ensure your project's safe execution and completion.

To convert this proposal into a confirmed order WITHOUT ANY CHANGES, please click the "Start Signing" button to begin the electronic signature process.

If you would like to CHANGE anything in this proposal or discuss anything further, please call Adam Phillips at 313-937-8629.

Thank you, and I look forward to working with you.

Regards,

Adam Phillips
aphillips@rainforrent.com
Mobile: 734-564-0130
Branch: 313-937-8629
26300 Capital Ave
Redford Twp, MI, 48239



Rain For Rent
Sales Rep: Adam Phillips

DUNIGAN BROS INC
Account: 140526
Proposal: 1064-IND-2073705

Project Name		Jobsite	Dunigan Bros Jobsite
Date Prepared	5/18/2023	Est. Delivery Date	5/19/2023
Prevailing Wage	No	Est. Completion Date	5/26/2023

Project Location
Lansing

Project Description and Overview

PROJECT OVERVIEW

Rental of 1 frac tank and 1 spillguard

STATEMENT OF WORK

RFR Responsibilities & Scope of Work

Rain for Rent (RFR) will provide the following:

Delivery, installation, removal, pickup of all quoted materials/equipment

Due to the multitude of economic factors, materials, labor, hauling and freight are currently in a period of above average volatility. If, during the performance of work, the price of materials, labor, hauling or freight increases by 5% or greater through no fault of Rain for Rent, the contract price shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Equipment subject to availability at time of project.

Reference Materials

Project is quoted based on applicable/customer provided reference materials noted below:
Verbal / Written Request by customer on 5-18-2023

Operating Parameters

Material Stored: ground water

Customer Responsibilities

It is the customer’s responsibility to inform RFR about prevailing wage at time of proposal. If RFR is informed after the quote is issued that certified payroll is required, quote will be subject to additional charges.

Jobsite:

Customer is responsible for:

1. Informing RFR of any jobsite or general requirement(s) to perform work on location.
2. Securing permits, fees, bonding, right of ways, vehicular/pedestrian traffic control, and security.
3. Providing safe, secure access and egress to an adequate staging area throughout the job which could include brush clearing, grading, and removal or replacement of any landscape or hardscape in the temporary right of way for the equipment.
4. Any damage to the environment including trees, vegetation, stream banks, or any other part of the site caused by the installation, removal, construction, pulling or dragging of equipment, or operation of the equipment that would require site restoration or environmental countermeasures.
5. Any excavation, saw cutting, trench plating for the purpose of road crossings, backfilling, restoration, modification, or alteration of any permanent structure or site element including changes to pump pad preparation, suction, or discharge chambers during duration of job (including installation and removal).

Upon Delivery

1. Customer is responsible for inspecting equipment for function and cleanliness. If equipment is deemed unsatisfactory, it is the customer’s

**Rain For Rent**

Sales Rep: Adam Phillips

DUNIGAN BROS INC

Account: 140526

Proposal: 1064-IND-2073705

responsibility to refuse equipment and request replacement. If not refused or rejected, the customer accepts "as is" condition of equipment.

2. Customer will provide suitable, safe access and laydown location for the equipment being delivered.
3. Tank delivery requires DOT minimum height / width clearance.

System:

1. Customer will supply all needed water for the commissioning, startup, and system testing. Project-specific criteria for hydrotesting can be provided at an additional charge.
2. By accepting this quotation, the customer has acknowledged that the equipment proposed herein is suitable for its intended application and accepts all liabilities associated with its use. Customer is responsible for compliance with appropriate liquid/material quality standards, regulations, and testing protocols to meet all federal, state, local and job location specific requirements. Customer is responsible for all waste materials associated with this equipment/system.

Customer is responsible for:

1. Any work in confined spaces.
2. Protecting system from damage including any freeze protection necessary to safeguard equipment from damage. Should equipment become frozen and damaged, customer is responsible for repair of equipment. RFR can provide necessary freeze protection at an additional charge per executed change order. Equipment stays on rent until it can be returned.
3. Using equipment in a safe and proper manner in accordance with manufacturers' recommendations, regulatory standards, and industry best practices. Improper usage may cause equipment/system failure, damage, possible incidents, injuries, and spills.

Upon Release

1. Customer is responsible for unbolting at least front hatch door, opening fill tube caps and valves for inspection.

Upon Pickup:

Contact the RFR office at 313-937-8629 to schedule pickup when equipment/system is cleaned and ready to be released.

Flushing and cleaning of equipment must be performed to RFR's standards prior to being called off rent. RFR personnel will perform a visual inspection. It is recommended to have a customer representative on-site during inspection. Equipment found not to be in "delivered condition" will not be picked up.

Project Scheduling & Billing

This quote is valid for 30 days. For the quoted items, RFR requires a signed quote not less than 3 days prior to delivery.

Customer acknowledges that availability of equipment/system and/or media will be confirmed at time of order. Additional freight charges may apply subject to mutually agreed upon change order.

Billing

Rental begins upon delivery of equipment

Rain for Rent's standard hours of operation are 7:30am – 4:00pm Monday – Friday. Time outside of normal business hours will be billed at 1.5x the base rate for Transportation and Service

Safety

Each employee is expected to adhere to the RFR Environmental, Health and Safety programs, which will protect the environment, the health and safety of the customer, employees, and others. RFR asks for your full cooperation to succeed in this expected outcome.



Rain For Rent
Sales Rep: Adam Phillips

DUNIGAN BROS INC
Account: 140526
Proposal: 1064-IND-2073705

Liquid Ingenuity®

RENTAL ITEMS								
Qty	Units	Duration	Item	Description	Day	Week	Cycle	Extension
1	EACH	7 Day	560205	Tank Bilevel Uncoated	\$38.88			\$272.16
1	EACH	7 Day	670555	Spillguards 10'X50'X1'	\$32.44			\$227.08
Rental Subtotal								\$499.24

SERVICE ITEMS	
Description	Price
DELIVERY	\$1,043.10
INSTALL	\$1,302.00
REMOVE	\$932.00
PICKUP	\$782.44
Service Total	\$4,059.54



Rain For Rent
Sales Rep: Adam Phillips

DUNIGAN BROS INC
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Liquid Ingenuity®

PROJECT COSTS	
Estimated Rental Total	\$499.24
Estimated Environmental Recovery Fees	\$16.23
Total Estimated Recurring Charges	\$515.47
SERVICES	
Estimated Delivery	\$1,043.10
Estimated Installation	\$1,302.00
Estimated Removal	\$932.00
Estimated Pickup	\$782.44
GRAND TOTAL	\$4,575.01

-Estimated costs do not include taxes
-Recurring rental project costs will be on a cycle/week/day basis+ tax

Engine driven equipment will be delivered with at least 50% fuel. A Fuel Convenience Charge will be implemented on a per gallon basis up to the delivered fuel level. Customer acknowledges that the Fuel Convenience Charge is not a retail sale of fuel. Customer may avoid the Fuel Convenience Charge if the Customer returns the Equipment at delivered level. The fuel convenience fee will be charged per gallon. No refunds will be given for a higher level of fuel upon return.

Patrick Dunigan	<i>Patrick Dunigan</i>	18 May 2023
Customer Name	Customer Signature	Date

Proposal Acknowledgement

By signing this proposal, customer represents that he/she has read and agreed to both the Statement of Work and Quote Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if accepted and initialed. If customer requires a Purchase Order number to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this proposal.

PO Number: 2022-05

Rental Protection Plan

I have received and reviewed the Rental Protection Plan Agreement incorporated as the last page of this estimate. By initialing this paragraph, I understand that I am agreeing to enter into and be bound by the terms of the Rental Protection Plan Program Agreement and that I am authorized to enter into this Agreement on behalf of Customer. FOR ALL RENTALS OF EQUIPMENT, EXCEPT THOSE SPECIFICALLY EXCLUDED, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH INSURANCE REQUIREMENTS AND RENTAL AGREEMENT OR PURCHASE THE RENTAL PROTECTION. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF ALL RISK PROPERTY INSURANCE AS REQUIRED BY CONTRACT.

RPP	\$74.88	Accept •	Decline
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INITIAL	<i>PD</i>
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Created Date: 5/18/2023



Rain For Rent
Sales Rep: Adam Phillips

DUNIGAN BROS INC
Account: 140526
Proposal: 1064-IND-2073705

Liquid Ingenuity®

Quote Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between these terms and conditions of this Quotation Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail. Availability of products and services is subject to change without notice. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice. A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on <https://www.eia.gov/petroleum/gasdiesel>. An Environmental Recovery Fee shall apply to all rental charges invoiced for the duration of the rental pursuant to this quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee. Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages. Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing. The Terms and Conditions of the Rain For Rent Rental and Hazardous Material and/or Non-Hazardous Waste Agreement, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain for Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain for Rent unless made in writing and signed by a Rain for Rent Corporate Officer or Rain for Rent authorized representative. The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. Rain for Rent will service all engine driven equipment at a frequency of 400 hours of runtime. This is a billable event; pricing of labor and parts are subject to current market conditions. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment. Customer shall pay Rain for Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, waterlines, drain pipes, underground electrical conduits or other above ground or underground obstructions. All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Sold equipment is not to be rented. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted. All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warrants the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective. This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain for Rent's prices. De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval. Rain for Rent will take every effort to protect our customers and employees. Due to the current pandemic, all quoted equipment and services are subject to delay, change, or unilateral cancellation by Rain for Rent. Please be assured every effort will be made to execute the quote as written. The customer is responsible to inform Rain for Rent of any jobsite hazards, precautions, or entry requirements relating to the Corona Virus prior to Rain for Rent personnel going onsite to perform work or deliver equipment. This includes informing Rain for Rent if anyone at the jobsite has tested positive and provide a list of actions taken to protect Rain for Rent personnel.

Rental Protection Plan Program Agreement

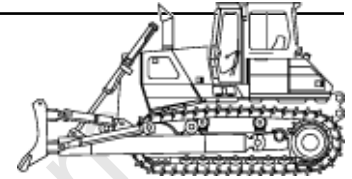
If you elect to maintain All Risk Property Insurance coverage, and the certificate of insurance You provide to Rain for Rent to evidence Your insurance coverage expires or is cancelled for any reason, You agree Rain for Rent may charge RPP for Your rentals until such time as You provide an acceptable and valid certificate of insurance to Rain for Rent. This Rental Protection Plan Program Agreement (this "RPP Agreement") is entered into between the undersigned Rentor and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Rentor and Rentee. If Rentee has checked or initialed, as applicable, the Rental Protection Plan Program (the "RPP Program") box on the quote, then Rentee has opted-in to the RPP Program and this RPP Agreement shall supplement the MSRA whether or not executed by Rentee. Rentee understands and agrees that the RPP Program is not insurance and that the RPP Program provides only limited coverage, as described below. 1. Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 15 percent (15%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the RPP Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of \$500 or 10 percent (10%) of the total loss, as a deductible. The maximum coverage available under the RPP Program is \$150,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence. 2. Coverage; The RPP Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrence"). The RPP Program provides coverage only for the following types of equipment: pumps, electric submersible pumps, tanks, generators, light towers, filtration, boxes, heaters, spillguards, safety products, sprinklers, hoses, pipe, valves and fittings ("Covered Equipment"). Coverage does not extend to any equipment not owned by Rentor such as re-rented equipment. 3. Exclusions; The RPP program does not cover any equipment or event of loss that is not specifically described in Section 2. Without limiting the foregoing, the RPP Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); damage or theft while in transit to or from a jobsite; corrosion from any source; any damage caused by named storm events; any instance that occurs while the account is not in good standing, such as a default as defined in the MRSA or upon written notice of non-payment; and any occurrence not reported to Rentor within 24 hours after the occurrence. The RPP program does not provide coverage for: electronic equipment (controls, instrumentation, and wiring), flow meters, water meters, wheel wash systems & accessories, Freezesentry items, or tires. 4. Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Rentor's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.

Rental Rate Blue Book®

Caterpillar D5C XL SERIES III (disc. 2002)

Standard Crawler Dozers

Size Class:
Net Hp 85 - 104 HP
 Weight:
18,600 lbs.



Configuration for D5C XL SERIES III

Power Mode	Diesel	Dozer Type	Power Angle Tilt
Operator Protection	ROPS	Net Horsepower	91.0 hp

Equipment Notes: Includes dozer blade and operator protection as listed.

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$4,050.00	\$1,135.00	\$285.00	\$43.00	\$33.15	\$56.16
Adjustments						
Region (Michigan: 101.2%)	\$48.60	\$13.62	\$3.42	\$0.52		
Model Year (2002: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	\$4,098.60	\$1,148.62	\$288.42	\$43.52	\$33.15	\$56.44

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	30%	\$1,215.00 / mo
Overhaul (ownership)	57%	\$2,308.50 / mo
CFC (ownership)	5%	\$202.50 / mo
Indirect (ownership)	8%	\$324.00 / mo
Fuel (operating) @ \$3.98	46%	\$15.21 / hr

Revised Date: 2nd Half 2014

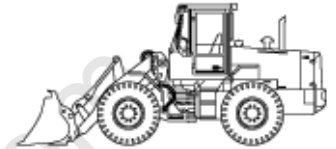
Rental Rate Blue Book®

February 11, 2015

Deere 544K

4-Wd Articulated Wheel Loaders

Size Class:
Net Hp 150 - 174 HP
 Weight:
28,263 lbs.



Configuration for 544K

Power Mode	Diesel	Bucket Capacity - Heaped	3.00 cy
Net Horsepower	167.0 hp	Operator Protection	EROPS

Equipment Notes: Includes General Purpose bucket and ROPS, unless otherwise noted.

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$4,300.00	\$1,205.00	\$300.00	\$45.00	\$34.65	\$59.08
Adjustments						
Region (Michigan: 101.2%)	\$51.60	\$14.46	\$3.60	\$0.54		
Model Year (2014: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	\$4,351.60	\$1,219.46	\$303.60	\$45.54	\$34.65	\$59.38

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	43%	\$1,849.00 / mo
Overhaul (ownership)	38%	\$1,634.00 / mo
CFC (ownership)	7%	\$301.00 / mo
Indirect (ownership)	12%	\$516.00 / mo
Fuel (operating) @ \$3.98	61%	\$21.27 / hr

Revised Date: 2nd Half 2014



www.equipmentwatch.com

Rental Rate Blue Book®

February 11, 2015

Deere 135D

Crawler Mounted Hydraulic Excavators



Size Class:

Operating Weight 12.1 - 14.0 MTons

Weight:

30,737 lbs.

Configuration for 135D

Power Mode	Diesel	Bucket Capacity - Heaped	.66 cy
Operating Weight	13.9 t	Net Horsepower	93.0 hp

Equipment Notes: General Purpose bucket included in rate, unless otherwise noted.

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$6,050.00	\$1,695.00	\$425.00	\$64.00	\$32.80	\$67.18
Adjustments						
Region (Michigan: 100.7%)	\$42.35	\$11.86	\$2.97	\$0.45		
Model Year (2012: 98.8%)	(\$73.11)	(\$20.48)	(\$5.14)	(\$0.77)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	\$6,019.24	\$1,686.38	\$422.83	\$63.68	\$32.80	\$67.00

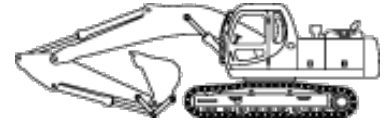
Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	\$2,299.00 / mo
Overhaul (ownership)	48%	\$2,904.00 / mo
CFC (ownership)	6%	\$363.00 / mo
Indirect (ownership)	8%	\$484.00 / mo
Fuel (operating) @ \$3.98	41%	\$13.33 / hr

Revised Date: 2nd Half 2014

Rental Rate Blue Book®

March 1, 2017

Deere 290G LC equivalent to 300G
 Crawler Mounted Hydraulic Excavators

 Size Class:
28.1 - 33.0 MTons
 Weight:
66,338 lbs.
Configuration for 290G LC

Bucket Capacity - Heaped	1.75 cu yd	Net Horsepower	197 hp
Power Mode	Diesel	Operating Weight	30.1 mt

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$11,410.00	\$3,195.00	\$800.00	\$120.00	\$53.60	\$118.43
Adjustments						
Region (Michigan DOT: 100.7%)	\$79.87	\$22.36	\$5.60	\$0.84		
Model Year (2015: 99.5%)	(\$57.45)	(\$16.09)	(\$4.03)	(\$0.60)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	\$11,432.42	\$3,201.27	\$801.57	\$120.24	\$53.60	\$118.56

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	37%	\$4,221.70/mo
Overhaul (ownership)	49%	\$5,590.90/mo
CFC (ownership)	7%	\$798.70/mo
Indirect (ownership)	7%	\$798.70/mo
Fuel (operating) @ 2.36	36%	\$19.53/hr

Revised Date: 2nd Half 2016

The equipment represented in this report has been exclusively prepared for SARA SCHAIBLY (saraschaibly@mi-ta.com)



Engineering Department

(517) 323-8540

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

FROM Ernie West, Township Engineer

DATE: July 18, 2023

**SUBJECT: Ultium 3 Battery Plant
Water and Sanitary Sewer Service
Bid Package 1 – Dunigan Brothers
Recommendations for Approval of Change Order No. 6**

Background

On November 14, 2022, the Township Board awarded a contract to Dunigan Brothers of Jackson, Michigan for construction of water and sanitary sewer system upgrades required to serve the Ultium 3 Battery Plant project. Contracts for Bid Package #1 and Bid Package #2 were awarded in the amounts of \$8,121,732.50 and \$2,756,000.00, respectively. Authorization was also given to the Township Manager to negotiate with Dunigan Brothers for work associated with Bid Package #3 due to a lack of bids having been received for this critical work. The Township subsequently amended Dunigan Brothers contract to add the critical portions of Bid Package #3 in the amount of \$1,785,350.00. Dunigan Brothers commenced construction in late December and are progressing with the project as planned.

The Township has previously modified Dunigan Brothers contracts to address items that have arisen during construction, via Change Order Nos. 1, 2, 3 and 4. At this time, Change Order No. 6 is being presented for consideration. Change Order No. 6 addresses costs associated with turf restoration along Millet Highway for installation of the new sanitary sewage force main (Schedule E). Pay items for this work were inadvertently omitted from the bid documents. The change order also adds 18 work days (25 calendar days) to the time of completion to address previous changes to the work that impacted the contractor's schedule. This time extension has no impact on meeting requested timelines for water and sanitary sewer service from Ultium.

Staff and OHM have reviewed the pricing and time extension request and recommend acceptance of this change order in the amount of \$35,202. A copy of the change order is attached to this memo.

Funding

These changes are eligible for the use of the \$33 million in state grant funds for the project. Sufficient funds remain to fund this change order. Staff will provide an update of funding as costs at the August 7, 2023 Board Meeting.

Required Action

The following motion is offered for your consideration:

"I move that the Delta Township Board approve the proposed Change Order No. 6 with Dunigan Brothers for the Ultium 3 Battery Plant Water and Sanitary Sewer Service projects, increasing the contract prices for Bid Package #1 by \$35,202. I further move that the Township Manager be authorized and directed to execute the change order on behalf of the Township."

Staff will attend the August 7, 2023 Township Board Meeting to answer any questions or address any concerns of the Board. If there are any questions in the interim, please let us know. Thank you.

CONTRACTOR: Dunigan Bros., Inc.
 911 East South Street
 Jackson, MI 49203
 Attn: Patrick Dunigan II
 OWNER: Delta Township, Michigan

C.O. Number: 6
 Date: 14-Jul-23
 Project: Ultium 3 Battery Plant
 BP 1 - Water And Sanitary Sewer Improvements
 Contract: 200-214200-22002

TO THE CONTRACTOR NAMED ABOVE:

Under the terms of this Agreement, and upon acceptance of the CONTRACTOR and approval of OWNER, ENGINEER recommends the following changes to the Agreement:

<u>Item No.</u>	<u>Description</u>	<u>Add/Deduct</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
	Sch E - Turf Restoration	ADD	1	\$ 35,202.00	\$ 35,202.00
					\$ -
	Total This Change Order				\$ 35,202.00

REASON FOR CHANGE:


OHM Change Order 5
 An item to address turf restoration in Sch E of BP #1 was inadvertently omitted at bid time. The contractor submitted a quote of \$35,202.00 to complete the work which was deemed reasonable when compared to similar items in Sch A-D.
 The contractor forgot to include extension of contract time on change orders #3 and #4. This change order will include an increase of contract time totaling 25 calendar days (18 days for CO #3 and 7 days for CO #4). This changes the substantial completion date for the BP #1 Sch E work from June 15, 2023 to July 10, 2023.

Original Contract Price	\$ 8,121,732.50
This Change Order Add	\$ 35,202.00
Change Order 01	\$ 16,893.60
Change Order 02	\$ 48,358.72
Change Order 03	\$ 96,012.50
Change Order 04	\$ 71,485.23
Change Order 05	\$ 36,304.90
Revised Contract Price	\$ 8,425,989.45
Current Substantial Completion Date	SCH B,C & E: 6/15/23 and SCH A & D: 10/15/23
Revised Substantial Completion Date	SCH D: 10/20/23, SCH E: 7/10/23
Current Final Completion Date	1-Nov-23
Revised Final Completion Date	N/A
Contract Time Extension	SCH D: 5 Days and SCH E: 25 Days

The above is agreed to as full and complete compensation for the Work listed in the Change Order.

RECOMMENDED BY: Tetra Tech

 _____ DATE 7/17/2023

ACCEPTED BY: Dunigan Bros., Inc.

 _____ DATE 7/17/23

APPROVED BY: Delta Township, Michigan
 _____ DATE _____

CHANGE ORDER



Project: Delta Charter Township - Ultium 3 Battery Plant BP #1 Sch E

Job Number: 4064-22-0022

Owner: Delta Charter Township
7710 W Saginaw Highway
Lansing, MI 48917

Change Order Number: 5

Date: 7/14/2023

Print Date: 7/14/2023

Contractor: Dunigan Bros., Inc.
911 East South Street
Jackson, MI 49203

Note: The Change Order is to add an item for the turf restoration work as well as to add 18 work days or 25 calendar days to the contract.

An item to address turf restoration in Sch E of BP #1 was inadvertently omitted at bid time. The contractor submitted a quote of \$35,202.00 to complete the work which was deemed reasonable when compared to similar items in Sch A-D.

The contractor forgot to include extension of contract time on change orders #3 and #4. This change order will include an increase of contract time totaling 25 calendar days (18 days for CO #3 and 7 days for CO #4). This changes the substantial completion date for the BP #1 Sch E work from June 15, 2023 to July 10, 2023.

TO THE CONTRACTOR:

You are hereby directed to comply with the changes to the contract documents. This change order reflects work completed or anticipated.

OHM Advisors
34000 Plymouth Road
Livonia, MI 48150
(734) 522-6711

CURRENT PROJECT PLANS AND SPECIFICATIONS WILL BE ADHERED TO UNLESS SPECIFICALLY CHANGED BY THIS CHANGE ORDER DOCUMENT.

The changes addressed by this Change Order hereby increase the contract duration by 26 days.

THE CONTRACT AMOUNT WILL BE CHANGED BY THE SUM OF:	\$35,202.00
Original Contract Amount:	\$2,256,095.30
Contract Amount Including Previous Change Orders:	\$2,426,417.49
Amount of this Change Order:	<u>\$35,202.00</u>
REVISED CONTRACT AMOUNT:	\$2,461,619.49

Items

Item No.	Description	Previous Authorized Quantity	Quantity Change	New Authorized Quantity	Unit Price	Total Increase
THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE ADDED TO THE CONTRACT AMOUNT						
Division: E						
Additional Items to the Contract:						
61	Turf Restoration	0.00	LSUM	1.00	1.00 \$35,202.00	\$35,202.00
SUB-TOTAL INCREASES DIVISION E:						\$35,202.00



Manager's Office

(517) 323-8590

TO: The Delta Township Board

FROM: Supervisor Kenneth R. Fletcher

DATE: August 7, 2023

SUBJECT: Designation of a Delegate and Alternate Delegate for the Michigan Municipal League Annual Convention Annual Business Meeting

The Michigan Municipal League Annual Convention will be held in Traverse City, MI, October 16-20, 2023.

Manager Brian Reed, Treasurer Dennis Fedewa, along with Trustees Fonda Brewer and Karen Mojica will attend the convention. It has been requested that Delta Township appoint a delegate and alternate delegate as official representatives to vote on issues at the annual business meeting. I suggest that Manager Brian Reed be appointed as the voting delegate and Treasurer Dennis Fedewa as our alternate voting delegate.

Therefore, the following resolution is offered for your consideration:

“I move that the Delta Township Board designate Manager Brian Reed as the delegate and Treasurer Dennis Fedewa as the alternate for official representation of Delta Township and voting purposes at the Michigan Municipal League’s Annual Business Meeting.”

July 10, 2023

Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Michigan Municipal League Annual Convention will be held in Traverse City, October 18-20, 2023. The League's "**Annual Meeting**" is scheduled for 4:30 pm on Wednesday, October 18 in Governors' Hall A at the Grand Traverse Resort & Spa. The meeting will be held for the following purposes:

1. **Election of Trustees.** To elect five members of the Board of Trustees for terms of four years each (see #1 on page 2).
2. **Policy.** A) **To vote on the Core Legislative Principles document.**

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <https://mml.org/resources-research/delegate/>. If you would like to receive a copy of the proposed principles by fax, please call Monica Drukis at the League at 800-653-2483.

B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #2 on page 2.)

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by **September 18, 2023.**

3. **Other Business.** To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, **you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate.** Please submit this information through the League website by visiting <https://mml.org/resources-research/delegate/> **no later than September 18, 2023.**

We love where you live.



Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

“Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary Members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative.”

1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, five members of the Board of Trustees will be elected at the annual meeting for a term of four years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and “no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting.” Thus, the deadline this year for the League to receive resolutions is **September 18, 2023**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. **Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.**

Further, “Every proposed resolution submitted to the Board of Trustees by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or a modification thereof.

We love where you live.



3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Tuesday, October 17, 2023 at the Grand Traverse Resort & Spa for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,

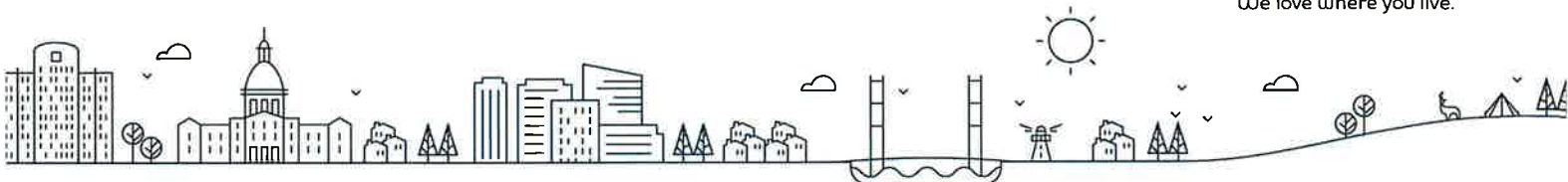


Barbara Ziarko
President
Councilmember, City of Sterling Heights



Daniel P. Gilmartin
Executive Director & CEO

We love where you live.





Fire Department

(517) 321-6622

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

**FROM: Gregg Ginebaugh, Fire Chief
John Kahler, Asst. Chief**

Date: August 1, 2023

RE: Purchase Request Approval – Annual Maintenance Contract for Drager SCBA

Summary

The Delta Township Fire Department has received and put into service Drager SCBA units. These SCBA units require annual maintenance and certification by a technician licensed and certified to do so.

The cost of training and certifying staff to do this far outweighs the annual contractual costs for this.

Policy:

Purchases over \$25,000: Purchases in this category are required to be formally bid.

Sole Source Purchasing: In recognition that certain products and services are clearly superior and/or compatible with township operations, the Township Manager may determine that a specific product or vendor be the sole source of purchasing for the Township. In doing so, the items will be purchased without a formal bidding process.

Dingus Fire Company is the Drager Service Vendor for Michigan and qualifies as a sole source vendor.

Financial Impact:

Attached is the Dingus Fire Company quote. Currently there is sufficient funding in the 2023 Approved Budget between Fire and Paramedic accounts to cover this annual service. This maintenance should be completed annually, at the convenience of Delta Township Fire. We propose a five-year contract beginning August 1, 2023, with year 1 cost of \$6,230.00.

The program will be an annual renewal in the following amounts:

- ... Year One: \$6230.00 (regular price at \$90/pack-mask, \$45 extra mask and \$10/battery install).
- ... Year Two: \$6230.00 (regular price at \$90/pack-mask, \$45 extra mask and \$10/battery install).
- ... Year Three: \$5918.50 (5% discount from regular price – saves \$311.50).
- ... Year Four: \$5607.00 (10% discount from regular price – saves \$623.00).
- ... Year Five: \$5295.50 (15% discount from regular price – saves \$934.50).

Total cost over the five-year contract: \$29,281.00.



Attachments:

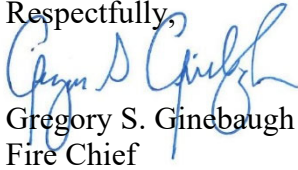
... Drager/Dinges Fire Maintenance contract.

Therefore, I offer the Following Motion

“I move that the Delta Township Board waive the formal bidding process and enter into a contract with Dinges Fire Company to provide maintenance and service on the Drager Self Contained Breathing Apparatus (SCBA, for a 5-year period beginning August 1, 2023) for a total contract cost of \$29,281, and further that the Township Manager authorized and directed to execute all necessary documents on behalf of Delta Township.”

Thank you for your review and consideration of this project proposal/purchase.

Respectfully,



Gregory S. Ginebaugh
Fire Chief



811 North Canal Road ...Lansing, Michigan 48917-9712

Phone: (517) 321-6622 ...Fax: (517) 323-8583

www.deltami.gov ... www.facebook.com/deltatownship ... www.twitter.com/deltatownship





Maintenance Contract

This contract is made and entered into on August 1st, 2023, by and between Dinges Fire Company ("DFC"), whose address is 243 E. Main St., Amboy, IL 61310 and Delta Twp Fire Department (the "Customer"), whose address is 811 N Canal Rd, Lansing Mi 48917.

Whereas DFC is a company engaged in the business of servicing and maintaining Dräger Air Packs and is willing to provide such services to Customer as per the terms herein.

Whereas Customer desires to have DFC furnish maintenance on the following: 56 SCBA Packs and 70 SCBA Masks.

Maintenance Services:

DFC shall maintain and service the following list of equipment (the "Equipment"):

- **56 SCBA Packs**
- **70 SCBA Masks**

DFC will keep the Equipment in good working order. DFC shall provide scheduled preventative maintenance with the schedule to be based on the specific needs of the Equipment as determined by DFC. In addition, DFC shall provide unscheduled remedial maintenance ("on-call service") as and when needed. Both scheduled and unscheduled service maintenance shall include the following as deemed necessary by DFC.

Regular services included in contract price:

- **Back Frame Flow Testing**
- **Replace O-ring on the LDV (Lung Demand Valve) with genuine Draeger Parts**
- **Mask leak and Flow Testing**
- **Battery replacement, on back frame and HUD (with factory recommended batteries)**
- **Printed copies of the service report provided at the time of service; hard copies kept on file**

Additional services and other charges:

- **Battery replacement on Communication units**
- **Any additional parts that may be required to keep the unit in service.**

Excluded Services:

Unless authorized in writing by the Customer, DFC shall not be required to complete any of the following:

- Other safety tests or installations, whether or not recommended or directed by governmental authorities or by insurance companies.
- Any replacements with parts of a different design.
- Repairs or renewals caused by negligence or misuse of the equipment or any other factor except ordinary wear and tear.

If the services described in this provision are authorized by the Customer, and if DFC agrees to perform them, an additional reasonable charge will be made for the service.

Certified Employees:

Certified personnel employed or contracted and supervised by DFC will perform all services required by the terms of this Contract. DFC agrees that each of its employees or contractors will be properly qualified and will use reasonable care in the performance of his or her duties.

Working Hours:

The services required of DFC under this Contract, including emergency service, shall be performed when it is convenient for the customer and DFC Service Technician.

Contract Price:

The Customer shall pay DFC at the following rates for the regular services to be performed under this contract:

- Year One: \$6230.00 (regular price at \$90/pack-mask, \$45 extra mask and \$10/battery install)
- Year Two: \$6230.00 (regular price at \$90/pack-mask, \$45 extra mask and \$10/battery install)
- Year Three: \$5918.50 (5% discount from regular price – saves \$311.50)
- Year Four: \$5607.00 (10% discount from regular price – saves \$623.00)
- Year Five: \$5295.50 (15% discount from regular price – saves \$934.50)

Parts prices are subject to change without notice, customer will be notified of any price increase. Regular maintenance cost will not change.

Term of Contract:

The term of this Contract shall commence on August 1st, 2023 and shall continue in full force and effect until it is terminated on May 31st, 2028 after all agreed upon services have been completed for the agreed upon time period.

Miscellaneous Provisions:

- Parties Bound: This Contract shall be binding on and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Contract.
- Legal Construction: In the event one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
- Prior Contracts Superseded: This Contract constitutes the sold and only Contract of the parties and supersedes any prior understandings or written or oral Contracts between the parties respecting the subject matter of this Contract.
- Amendments: This Contract may be amended by the parties only by a written Contract.
- Attorneys' Fees: If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

Signatures:

This contract shall be signed on behalf of Dinges Fire Company by Terry Vogel, and on behalf of Delta Twp Fire FD by Brian Reed.

Dinges Fire Company Signature: _____ **Date:** _____

Customer Signature: _____ **Date:** _____



Utilities Department

(517) 323-8570

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

From: Rick Kane, Utility Director

Date: August 7, 2023

Re: Pembroke Place Sewer Repair

As part of our 2023 sewer cleaning and maintenance program, it was discovered earlier this year that 283 feet of sanitary sewer pipe on Pembroke Place is in need of repair. We have explored different ways of repairing the pipe, but because of multiple areas of deterioration in the pipe, the most economical way to make the repair is to install a cure in place liner for the entire length of the pipe.

We have received quotes from 2 different contractors who can install the liner (see attached). The basic cost to install 283 feet of a cure in place liner is \$19,400.00. The contractor informed us that as they prepare the pipe for the lining process, they will need to remove areas of mineral deposits that would interfere with the liner installation. The removal of mineral deposits can cause leaks of ground water into the pipe that have to be patched before the liner can be installed, and the cost of each patch is \$3,800.00. They can't always tell before a mineral deposit is removed if it will need a patch, but they are anticipating at least 4 areas that will need to be patched before the liner can be installed.

Base Quote for 283 feet of cure in place liner - \$19,400.00

Quote for each patch prior to lining - \$3,800.00

Estimated needing four (4) patches - $\$3,800.00 \times 4 = \$15,200.00$

Estimated Total for Liner and Patches - \$34,600.00

I offer the following motion:

"I move that the Delta Township Board approve the base quote from Waste Recovery Systems for \$19,400.00 and the necessary patch repairs at \$3,800.00 each to the sewer pipe on Pembroke Place, along with any further funding needed to cover additional repairs that may be necessary once work begins.

I further move that the Township Manager be authorized and directed to sign the necessary documents related to this project."



Waste Recovery Systems

INDUSTRIAL CONTRACTORS

4750 Clyde Park Ave SW, Wyoming, MI 49509

(616) 719-5595 • Info@IndustrialWasteRecovery.com

Quote Number 00008435

Quote Title Pembroke - CIPP Liner

Created Date 5/25/2023

Revision Number 0

Expiration Date 6/23/2023

Account Name Delta Township

Contact Name Gabe Ruiz

Billing Address 7710 West Saginaw Highway
Lansing, MI 48917
United States

Email gruz@deltami.gov
Phone 517-323-8500

Bill To Name Delta Township

Service Name Delta Township

Bill To 7710 West Saginaw Highway
Lansing, MI 48917

Service Address Pembroke Place
Lansing, MI 48917

Description

1. Adhere to the safety, sanitation, and work rules of OSHA.
2. Mobilize equipment and manpower to Delta Township to utilize Schwalm to remove incrustation from within the line.
3. Utilize jetter to flush out remaining dirt and debris and measure pipe to install liner.
4. Install cured in place pipe liner on Pembroke Place. (Allow for 4 to 6 hours of steam cure time)
5. Perform main line CCTV robotic pipe reinstatements to lateral connections.
6. Record video footage and provide to owner with USB videos and PACP tab reports.

Pricing

Total Price \$19,400

Terms

- Work to be performed between Monday thru Friday 8AM to 5PM with no overtime rates included.
- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.
- Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control.
- In the event a failure occurs, and a recovery unit is required to be called out, an additional amount will be added to the total amount invoiced.
- Waste Recovery Systems has implemented a fuel surcharge program that will be adjusted on a weekly basis and will be adjusted accordingly on Tuesdays. Fuel surcharge table is available upon request.
- In the event that the above described pipeline fails because of product, labor or equipment failure, the buyer agrees that Waste Recovery Systems in no way inherits the owners pipeline failure and that it's sole and exclusive remedy against Waste Recovery Systems will be limited to Waste Recovery reimbursement or waiver of the contract price. This exclusive remedy will not be deemed to have failed of it's essential purpose so long as Waste Recovery is willing to reimburse or wave the contract price.

Printed Name

Signature

Date

PO Number

Monchilov Sewer Services LLC.

2930 N. Thomas Road ~ Fairgrove, MI 48733

Ph# (989) 693-6690 ~ Fax (989) 693-6797

Proposal

May 23, 2023

Gabe Ruiz
7000 W. Willow Hwy
Lansing, MI 48917

Delta Township Lining

300 ft. of Cleaning & CCTV Sewer Line	@	\$10.00 per ft.	\$ 3,000.00
300 ft. Cutting Calcium	@	\$16.00 per ft.	\$ 4,800.00
300 ft. of Lining	@	\$96.00 per ft.	\$28,800.00
Mobilization			<u>\$ 5,000.00</u>
		Estimated Quote	\$41,600.00

Monchilov Sewer will attempt to install sewer pipe patch and sewer pipe liner per standard installation practice. Should sewer patch or sewer liner fail, client will pay for all work completed to date as well as any and all effort necessary to retrieve our equipment.

Owner to provide water and water supply close to where work will be completed.
Owner is responsible for retrieving any of our equipment that gets stuck in the sewer, at owner's expense.
Owner supplies drawings prior to mobilization.

***6% Michigan Sales Tax applicable on all materials, unless a Sales Tax exemption certificate is provided.**
Quote is only valid for 30 days.

Signature _____

Signature _____

Print Name Travis Monchilov

Print Name _____

Title Operation Manager

Title _____

Date _____

Date _____



Utilities Department

(517) 323-8570

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

From: Rick Kane, Utility Director

Date: August 7, 2023

Re: Windsor Township / Delta Township Utility Agreement Amendment

Background for Resolution Change:

Delta Charter Township has the responsibility to ensure that its legal authority and inter-jurisdictional agreements are in-place to ensure compliance with NPDES permit requirements for our industrial pretreatment program (IPP) implementation and enforcement. Specifically, the township's IPP must ensure that permitting, inspections, sampling and enforcement authorities are clearly established to cover all industrial users on the sewerage system.

In June of 2022 the Township's Utility Department received a compliance communication from the Department of Environment, Great Lakes, and Energy (EGLE) stating that the utility department must review their inter-jurisdictional agreements to ensure it has the legal authority to enforce its IPP within all of its contributing jurisdictions. The Township attorney reviewed both of the township's interjurisdictional agreements between Lansing Township and Windsor Township to determine if they gave the township the proper legal authority to enforce its IPP.

After review by Thrun, it was determined that the existing 1980 agreement between Windsor Township and the Charter Township of Delta was not sufficient to give us proper legal authority to enforce IPP within Windsor Township. Thrun drafted a new agreement which gives the Charter Township of Delta the required authority to properly enforce its IPP. The new agreement was signed by Windsor Township on May 9, 2023, and is being presented to the Manager's office and the Township's Board of Trustees for adoption.

It is necessary to adopt a new Township Resolution – Joint Development and Utility Agreement Amendment – to give the Charter Township of Delta the necessary authority to regulate its contributing jurisdictions.

I offer the following motion:

***“I move that the Delta Township Board approve the proposed Joint Development and Utility Agreement Amendment between the Charter Township of Delta and the Charter Township of Windsor. This agreement amends the one agreed to by both parties in December of 1980.*”**

I further move that the Township Manager be authorized and directed to sign the agreement.”



**JOINT DEVELOPMENT AND UTILITY AGREEMENT
AMENDMENT**

It is hereby agreed by and between the Charter Township of Delta, of 7710 West Saginaw Highway, Lansing, Michigan 48917, a municipal corporation, hereinafter referred to as "Township," and the Charter Township of Windsor, of 300 W. Jefferson, Dimondale, Michigan 48821, a municipal corporation, hereinafter referred to as "Windsor," collectively hereinafter "Parties," that the Parties hereby amend the Joint Development and Utility Agreement, hereinafter referred to as "Agreement," entered between the parties in 1980.

WHEREAS, the Parties are authorized by the Agreement, to modify or amend the Agreement by joint agreement of the Parties;

WHEREAS, it continues to be the intent of the Township to provide sanitary sewer service and treatment outside its corporate limits; and

WHEREAS, the Township and Windsor mutually agree that the continuing extension of such service will be of mutual benefit to the Parties;

WHEREAS, the Parties desire to incorporate into the Agreement current and future programs under state, federal, and local authority under which the Township is a participant or is bound.

NOW, THEREFORE, in consideration of the mutual covenants in the Agreement, and the mutual desire to continue and amend the Agreement to incorporate current and future applicable state, federal, and local programs under which the Township or Windsor is a participant, and subsequent agreements where the Township and Windsor are parties, the Agreement is hereby Amended as follows:

Paragraph 14 of the Agreement is amended to state the following:

14. The Parties recognize that the Township is a participant in the Industrial Pretreatment Program (IPP) that implements State and Federal rules designed to limit pollution from industrial discharges to publicly owned wastewater treatment facilities. Windsor acknowledges the Township's participation and authorizes it to take such measures and actions as are authorized by said program on any Windsor properties that receive sanitary sewer service and treatment from the Township. Windsor agrees to comply with such measures and actions as are authorized by said program, successor programs or future related programs as required by Township on any Windsor properties served by Township utilities.

All contract provisions not amended herein remain unchanged.

This Amendment is executed on behalf of the Parties pursuant to authority granted as evidenced by the signatures appearing immediately below.

Date: _____

Charter Township of Delta

By: _____

Its:

Date: 5/09/2023

Charter Township of Windsor

By:  _____

Its: supervisor



Engineering Department

(517) 323-8540

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

**From: Ernie West, Township Engineer
Rick Kane, Utility Director
Courtney Nicholls, Finance Director
Brian Reed, Township Manager**

Date: July 26, 2023

**Subject: Ultium 3 Battery Plant Project
Water and Sanitary Sewer Utility Upgrades
Recommendations for Award of Construction Phase Contracts**

Background

In late 2021, Township staff were informed of the potential for a large-scale development project in Section 32 of the Township, adjacent to the existing GM Lansing Delta Assembly plant, which would create a new electric vehicle battery manufacturing facility. Staff were asked to identify necessary water and sanitary sewer system improvements that would be needed to accommodate the facility. At that time, little was known about the size, exact location, or water and sanitary sewer demands of the proposed facility. Staff quickly identified some conceptual improvements that would be needed to provide service, and these became the basis of some initial cost opinions that were used to apply for approximately \$33 million in state grant funding for critical infrastructure needed for the Township to serve the proposed project.

In early 2022, the Delta Township site was chosen for the Ultium 3 battery manufacturing plant and the grant funds were subsequently obligated to the Township. Since that time, staff have been working to further coordinate the water and sanitary sewer services for the facility with the Ultium 3 team, which includes representatives from GM, Ultium and their contractors and design engineers.

Significant improvements to the Township's existing upstream and downstream infrastructure are required to handle the anticipated average daily demand for 1.5 million gallons of water and 0.54 million gallons of sanitary sewer flow. In addition to improvements to the Township's existing infrastructure, Ultium representatives requested that the Township design and construct the new water and sanitary sewer pipelines over to the new site. This includes a new sanitary sewer lift station on the Ultium site to pump sewage to the Township's existing system. The cost of this additional infrastructure will be paid for by Ultium, but the infrastructure will ultimately be owned, operated and maintained by the Township. A map of the infrastructure projects required to serve the project is attached.

Ultium requested the initial water and sanitary sewer service be available to the site by mid-June 2023 to facilitate occupation of the building and allow commencement of the process equipment build-out of the facility. Full utility service to the site is requested by the end of 2024. The infrastructure projects have been phased to expedite the delivery of the projects required to provide the initial service (Phase 1). The projects needed to provide full service to the completed facility make up Phase 2.



In May 2022, at the recommendation of Staff, the Township Board awarded contracts to Tetra Tech and OHM Advisors for the design engineering and bidding assistance for the Phase 1 projects. Tetra Tech was engaged for improvements to the water system and OHM Advisors was engaged for improvements to the sanitary sewer collection system. In August 2022, the Township Board amended the contracts with Tetra Tech and OHM to add design engineering for the Phase 2 projects.

Tetra Tech and OHM completed the design of the Phase 1 projects in early October 2022. The work was split into three (3) Bid Packages, BP-1, BP-2 and BP-3, to group similar work types. In November 2022, the Township awarded construction contracts to Dunigan Brothers for this work. Work has been on-going since December of 2022 and is nearing completion, with all remaining work expected to be completed by the end of September 2023.

Currently, water service is available to the Ultium site, however, the Ultium infrastructure is not yet in place to use water. Sanitary sewer service to the site has been delayed due to the availability of the pumps for the new lift station, but the station is expected to be in service by early September, given current delivery dates. This date is expected to align with Ultium’s infrastructure construction schedule and their ability to discharge any sanitary sewer flow from the site.

Phase 2 Project Update

The remaining water and sewer upgrades required to provide full service to the Ultium 3 facility consists of upgrades to the Township’s existing GM Water Booster Station, GM Sanitary Sewer Lift Station, construction of a new sanitary sewage equalization basin and miscellaneous water distribution system valve installations.

The design of Phase 2 upgrades concluded in June 2023. All remaining work was packaged in a single bid package as Bid Pack #4 (BP-4). Bids were received by the Township on July 13, 2023.

Bid Results

Following is a summary of the bids received for the Phase 2 – Bid Pack #4 project. The bids were broken into two divisions, one for sanitary sewer and one for water, to facilitate financial tracking for grant funding and enterprise fund purposes.

Ultium 3 – Bid Pack #4 Bid Results July 13, 2023			
Bidder	Division A – Sanitary Sewer Upgrades	Division B – Water System Upgrades	Total Bid Bid Pack #4
Grand River Construction	\$8,679,700	\$3,825,000	\$12,504,700
Sorensen Gross	\$9,905,000	\$5,730,000	\$15,635,000

Contract Award Recommendations

Staff, Tetra Tech and OHM have reviewed the bids. The team also conducted a joint interview with Grand River Construction and their main subcontractors. Grand River Construction expressed confidence in their bid amount. Both Tetra Tech and OHM are recommending acceptance of the low bid from Grand River Construction. Copies of their recommendation letters are attached. **Staff are in agreement with Tetra Tech and OHM that the Township should proceed with a contract award to Grand River Construction.**

Engineering Services Contract Amendments

To move forward, the contracts with Tetra Tech and OHM for engineering services must be amended to provide additional services for the construction phase of Bid Pack #4 work. These services include items such as office administration, inspection, staking, soil and material testing and as-built drawings.

The proposed contract amendments are summarized below. A copy of the engineering services amendments are attached for reference. Staff have reviewed the proposed work scopes and fee proposals and recommend acceptance of the proposed contract amendments.

Ultium 3 Engineering Services Contract Summary			
Consultant	Current Contract Amount (As Amended)	Proposed Construction Phase Amendment	Proposed Revised Contract Amount
Tetra Tech	\$1,154,060	\$310,900	\$1,464,960
OHM Advisors	\$1,508,508	\$892,800	\$2,401,308

Funding Updates

At the July 11, 2022, Township Board meeting, an Agreement for Infrastructure Improvements was approved by the Board for these projects. The Agreement stipulates that the Township will design and construct these improvements using awarded grant funds, with any shortfall in funds to be covered by Ultium. The additional infrastructure required to be built to the Ultium site was never anticipated, nor included, in the \$33 million grant funding request from the State. Accordingly, the Township required Ultium to front all funding necessary to construct this infrastructure and only after a final accounting is available would the Township apply any unused grant funding to this work, via a reimbursement to Ultium.

Ultium Funded Work

The cost of the infrastructure that Ultium is funding at this time is summarized below. These costs include all engineering fees, the applicable portions of the Dunigan Brothers bid and a 10% construction contingency amount. Ultium provided funds, as indicated below in late 2022, which have been utilized to pay all costs associated with the work done for these items. **While still on-going, work has progressed without significant cost increases and staff anticipate that the work will be completed within the funds on hand from Ultium.**

Ultium 3 Water and Sanitary Sewer Extension Cost Summary	
Ultium Water Main Extension	\$ 2,871,667.20
Ultium Sanitary Force Main Extension	\$ 1,899,781.60
Ultium Sanitary Lift Station	\$ 3,207,726.00
Construction Contingency (10%)	\$ 687,050.68
Ultium 3 Total	\$ 8,666,225.48

Strategic Site Readiness Program Funded Work

The funding for the Bid Pack #4 construction and engineering costs will be funded by the State of Michigan grant funding, which is being administered by the Lansing Economic Area Partnership (LEAP). Since the beginning of the project, Staff have been proactively tracking and managing costs that will be applied to the grant funding. **Following is a summary of available grant funding and total costs allocated toward the projects, inclusive of the recommended contract awards presented in this memo.**

Currently, the only project that is not moving to construction is the Carrier Creek Interceptor Rehabilitation project. The design of the project has been completed, however, this process revealed that the complexities of accessing the pipes for rehabilitation are causing costs to escalate to many times the original budget. This project, while important to the Township’s infrastructure planning, is not critical to delivering sanitary sewer service to Ultium 3. Staff recommend that this project be delayed until after completion of the remaining Bid Pack 1, 2, 3 and 4 work and the funds be held as contingency to ensure successful completion of these projects. When this work is done, or nearly done, the sewer rehabilitation project can be downsized to a manageable level and bid out to use any remaining grant funding or funds redirected to other categories of the funding such as the Wastewater treatment plant additional capacity.

Staff will continue to proactively manage project costs and will continue to monitor and update the Board as these and all remaining projects evolve. The Board is already aware of the unprecedented challenges we have faced in recent months with inflation, supply chain and contractor availability impacting both project budgets and schedules. Ultimately, neither Staff, nor our consultants have control over the supply chain, inflation or contractor availability.

**Ultium 3
 Grant Funded Project Budget Summary**

Projects	Original Grant Funding Request	Total Cost Allocated
GM Water Booster Station	\$ 1,250,000	\$ 4,023,359
Delta Water Distribution System	\$ 8,750,000	\$ 3,127,884
GM Sanitary Sewer Lift Station	\$ 1,000,000	\$ 6,947,171
Sanitary Sewer Equalization Basin	\$ 11,200,000	\$ 8,598,600
Carrier Creek Interceptor Sewer Repairs	\$ 2,100,000	\$ 2,247,469
Carrier Creek Interceptor Sewer Rehabilitation	\$ 2,300,000	\$ 220,232
Wastewater Treatment Plant Additional Capacity	\$ 6,000,000	\$ 6,000,000
Land Acquisition	\$ 250,000	\$ 129,571
Site Studies	\$ 250,000	\$ 191,450
Totals	\$ 33,100,000	\$ 31,485,736

Schedule

As noted above, Phase 1 initial water and sanitary sewer service will be provided by the end of September 2023, pending any unforeseen construction complications. While later than originally requested by Ultium, service will be available prior to Ultium’s ability to use water and sewer service. Staff have worked hard to meet all critical deadlines thus far and will continue to do so for Phase 2 upgrades. To this point, the Township is pre-purchasing long lead time electrical and control equipment associated with Bid Pack #4. Based on conversations with Grand River Construction, the deadline to provide full capacity water and sewer service by the end of 2024 is still achievable. To achieve this, they plan to begin as quickly as possible, likely in mid-September 2023.

Below is an updated schedule for completing the upgrades needed to support the Ultium 3 project.

Phase 1 Construction Completion	October 2023
Phase 2 Construction Substantial Completion	December 2024
Phase 2 Construction Final Completion	June 2025

Required Actions

Several Township Board Actions are required to continue with these infrastructure projects in support of the Ultium 3 project. The required actions and corresponding motions are offered for your consideration:

Action #1 – Acceptance of Bid Package 4 Bid from Grand River Construction

“I move that the Delta Township Board accept the bid from Grand River Construction and award a construction contract for the Ultium 3 Battery Plant Bid Package 4 Project in the amount of \$12,504,700, and that the Township Manger be authorized and directed to execute all necessary documents on behalf of Delta Township.”

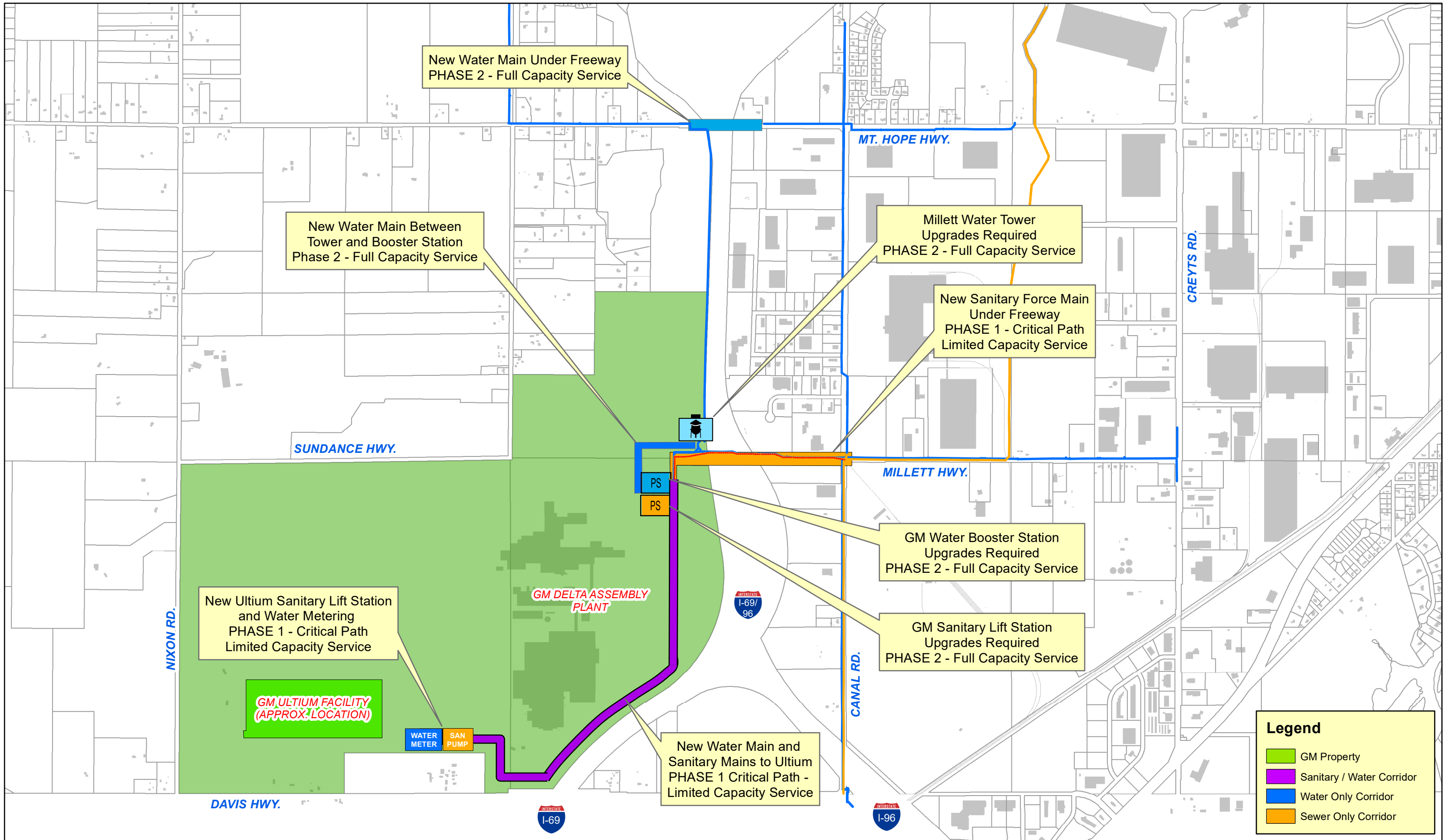
Action #2 – Acceptance of Engineering Services Amendment from Tetra Tech

“I move that the Delta Township Board approve the proposed engineering services contract Amendment No. 4 to the agreement with Tetra Tech for construction engineering services at a cost not to exceed \$310,900, and that the Township Manger be authorized and directed to execute all necessary documents on behalf of Delta Township.”

Action #3 – Acceptance of Engineering Services Amendments from OHM Advisors

“I move that the Delta Township Board approve the proposed engineering services contract Amendment No. 5 to the agreement with OHM Advisors for construction engineering services at a cost not to exceed \$892,800, and that the Township Manger be authorized and directed to execute all necessary documents on behalf of Delta Township at the appropriate time.”

Staff, and representatives from Tetra Tech and OHM Advisors, will attend the August 7, 2023 Township Board Meeting to answer any questions or address any concerns of the Board. If there are any questions in the interim, please let us know. Thank you.





July 20, 2023

Mr. Ernest A. West, PE, Township Engineer
Delta Charter Township Engineering Department
7710 West Saginaw Highway
Lansing, MI 48917-8974

**Re: Ultium 3 Battery Plant - Bid Package 4 Division B
Water Booster Station Improvements
Contract 200-214200-22002
Recommendation of Award**

Dear Mr. West:

Delta Township publicly advertised for bids for the referenced project and received bids on July 13, 2023. The project includes the installation of new high service pump and electrical and distribution system improvements. The improvements will serve the new battery plant on the southwest side of the existing GM Lansing Delta Assembly Plant. The water booster station upgrades were bid as Division B of the contract which includes the Division A sanitary sewer improvements designed by OHM.

The Township received the following total bids for Bid Package 4:

<u>Contractor</u>	Division A	Division B	Total Bid
Grand River Construction	\$8,679,700.00	\$3,825,000.00	\$12,504,700.00
Sorenson Gross	\$9,905,000.00	\$5,730,000.00	\$15,635,000.00

It is our understanding that the total bid amount for Bid Package 4 is within the Township’s anticipated budget for the work. We have reviewed the bids and discussed the work with the apparent low bidder, Grand River Construction. It appears their bid conforms to the contract documents and is therefore responsive and complete.

Tetra Tech has worked with Grand River Construction on an East Lansing plant project and we believe, based on their previous performance, that they have the knowledge and resources to complete the work of Division B as designed. Therefore, we recommend that the Township award Bid Package 4 of the Ultium 3 Battery Plant utility improvements to Grand River Construction for the lump sum prices presented on the bid. Once the project is awarded, we will work with OHM and the Township to prepare the Notice of Award and the contract books for execution by the selected contractor.

We look forward to assisting the Township with construction phase services to support implementing the Ultium 3 Battery Plant Bid Package 4.

If you have any questions, please contact our office.

Sincerely,

Gary J. Markstrom, P.E.
Vice President

July 24, 2023

Mr. Ernest (Ernie) West, P.E.,
Township Engineer
Delta Charter Township
7710 West Saginaw Hwy
Lansing, Michigan 48917

RE: Ultium 3 Battery Plant – Bid Package 4 Division A
Equalization Basin and GM LTD PS Improvements
OHM Project #: 4064-22-0020
Recommendation of Award

Dear Mr. West:

Sealed bids for the Ultium 3 Battery Plant – Equalization Basin and Water Booster Station Improvements (Bid Package 4, BP4) were received at 1:00 pm and publicly read aloud at 1:30 pm on Thursday, July 13, 2023, over Zoom.

The Township received the following total bids for Bid Package 4:

<u>Contractor</u>	<u>Division A</u>	<u>Division B</u>	<u>Total Bid</u>
Grand River Construction	\$8,679,700.00	\$3,825,000.00	\$12,504,700.00
Sorensen Gross	\$9,905,000.00	\$5,730,000.00	\$15,635,000.00

In reviewing the bid from Grand River Construction, all the required information, including the bond surety, statement of qualifications, and subcontractor listing, has been provided. Based on the discussions held with Grand River Construction and their proposed subcontractors on July 20, 2023, Grand River Construction appears to have submitted a bid that conforms to the contract documents and is therefore responsive and complete.

It is felt that Grand River Construction and their subcontractors are capable of performing the work of Division A (Equalization Basin and GM LDT PS Improvements) based on discussions with other engineering firms from referenced projects, past experiences, and information provided with the statement of qualifications in the bid package. Based on the submitted information, **it is recommended that the Ultium 3 Battery Plant – Equalization Basin and Water Booster Station Improvements (Bid Package 4, BP4) contract be awarded to Grand River Construction in the amount of \$12,504,700.00.**

Should there be any questions, please contact me at (734) 323-8954.

Sincerely,
OHM Advisors



Jennifer Drinan, P.E.

Encl: BP4 Bid Summary Sheet

cc: Robert Czachorski, P.E., OHM Advisors
Chuck Rolfe, P.E., OHM Advisors
File



Project Title:	ULTIUM 3 BATTERY PLANT BID PACKAGE 4 – EQUALIZATION BASIN & WATER BOOSTER STATION IMPROVEMENTS	Project Number:	4064-22-0020
Bid Due Date:	July 13, 2023 @ 1 pm	Bid Opening Time:	1:30 PM
Bid Opening Location:	Office of the Township Clerk, 7710 W. Saginaw Hwy, Lansing MI 48917 https://us02web.zoom.us/j/88427262696?pwd=UIZCZVVMVVBqS1A5Y25QTFZCbWdpZz09		

BID SHEET

Contractor	Bid Bond Y / N	Addendum 1, 2 and 3	Total Bid
Sorensen Gross	Yes	Yes	\$15,635,000.00
Grand River Construction, Inc.	Yes	Yes	\$12,504,700.00

Division A - EQ Basin and GM LTD PS Improvements		Grand River Construction, Inc	Sorensen Gross Company LLC
Item			
1	EQ Basin Improvements	\$7,528,700.00	\$8,848,000.00
2	GM LDT PS Improvements	\$931,000.00	\$837,000.00
3	Natural Gas Allowance	\$50,000.00	\$50,000.00
4	Sales (Use) Tax Allowance	\$50,000.00	\$50,000.00
5	Permit Fees Allowance	\$120,000.00	\$120,000.00
Subtotal Division A		\$8,679,700.00	\$9,905,000.00
Division B - Water Booster Station Improvements			
Item			
1	GM LDT Booster Station Improvements	\$2,696,000.00	\$4,090,000.00
2	Delta Distribution System Improvements	\$989,000.00	\$1,500,000.00
3	LBWL Electrical Allowance	\$25,000.00	\$25,000.00
4	Natural Gas Allowance	\$25,000.00	\$25,000.00
5	Sales (Use) Tax Allowance	\$40,000.00	\$40,000.00
6	Permit Fees Allowance	\$50,000.00	\$50,000.00
Subtotal Division B		\$3,825,000.00	\$5,730,000.00
Total Bid Division A and B Lump Sum Bid Price		\$12,504,700.00	\$15,635,000.00



**Tetra Tech of Michigan, PC
Amendment No. 4
Professional Services Agreement for Engineering Services**

This is an amendment to the Agreement made on the 2nd day of May 2022 between **Delta Charter Township, Michigan** (Client) and **Tetra Tech of Michigan, PC** (Consultant), a Michigan professional corporation, made on this ____ day of _____ 2023.

Client and Consultant agree to specific changes to the referenced Agreement for the **GM Ultimum Battery Facility Water System Improvements** 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. Signature by facsimile or e-mail shall be deemed original.

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, Michigan
7710 West Saginaw Highway
Lansing, Michigan 48917

Tetra Tech of Michigan, PC
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 J. Markstrom, P.E.
Vice President
gary.markstrom@tetrattech.com

Email

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**Professional Services Agreement
Amendment No. 4**

Attachment A – Amended Project Requirements

Client: Delta Charter Township, Michigan

Project Description

GM Ultium Battery Facility Water System Improvements. Ultium 3 Battery Facility Water Booster Station Improvements and Off Site Valve Replacement; Bid Package 4, Construction Phase

Background

Ultium is constructing a new battery facility in Delta Township that will be served with municipal water and municipal sanitary sewer from Delta Township. The proposed battery facility is located west and south of the existing Delta GM Assembly Plant on the southwest corner of Delta Township's water distribution system. The Township's existing utilities are in the northeast corner of the GM property and as part of Bid Packages 1,2 and 3 were extended to the new plant. Bid Package 4 includes improvements to the existing water booster station and wastewater lift station. Tetra Tech prepared plans and specifications for the improvements to the water booster station and replacement of several off site valves in the distribution system. The improvements are being bid with plans for the wastewater lift station that were prepared by OHM. This amendment is for the construction phase services related to the water booster station improvements. OHM will be responsible for construction services related to the wastewater improvements portion of Bid Package 4. The water booster upgrades include the removal and replacement of the electrical power and controls system, addition of a new high service pump, addition of a hydropneumatic tank, replacement of the existing emergency generator and connection of the booster piping to the piping installed as part of the previous bid packages. The off site valves being replaced are located at Snow and Mt Hope and along Millet and Canal Streets. This amendment includes construction phase services to assist the Township with the installation, testing, and commissioning of the upgraded water system improvements.

Amendments to Scope of Services

Task VI: Construction Phase Services

Consultant will complete the following tasks during the construction phase of Bid Package 4. It is noted that OHM will act as the lead consultant on this phase of the work as the wastewater portion will commence prior to the water improvements and will require personnel on site on a full time basis. Consultant staff will be on site to observe the installation of the footings, placement of concrete, and installation of buried piping. Daily coordination with the contractor will be part of OHM's scope of work.

1. Provide office administration for the booster station portion of the project. Office administration will include submittal review, contractor pay application review, responses to contractor requests for information, and preparation of field orders, work directives, and change order documents for the water booster station.
2. Provide construction observation with qualified personnel. Consultant's level of effort for resident observation services is based on the following:
 - 5 days for the installation of the tank foundations
 - 2 days for the generator foundation
 - 10 days for the station buried piping
 - 40 days for interior piping, electrical, and pump installation
 - 15 days for off site valve replacement
 - 5 days for valve actuator and tank generator installation
 - 10 days for testing and start up
 - 10 days for restoration and miscellaneous activities
 - **97 days total at 10 hours per day**
3. Engage subconsultant, SME, for the onsite materials testing and backfill compaction testing for the proposed utilities
4. Attend and participate in a pre-construction meeting. The pre-construction meeting will be conducted by the OHM Project Manager and will be attended by the Construction Manager and Resident Engineer.
5. Attend construction progress meetings. Progress meetings will be held monthly for the first half of the project then biweekly thereafter. It is assumed that there will be 18 progress meetings. Meetings will be attended by the Construction Manager and Resident Engineer.
6. Provide construction staking for the booster station foundations and buried piping. Consultant's level of effort for construction staking will provide foundation corners and base line elevations for the contractors

use in installing the improvements. One field staking is anticipated. Should additional stakings be necessary due to circumstances beyond Consultant's control, this additional staking effort will be included in a future amendment. No easement limit staking is anticipated.

7. Provide final acceptance testing and inspections; develop and administer punch list(s) as necessary. Acceptance testing and punch list management will be provided by the Resident Engineer and records of acceptance will be submitted to Client.
8. Obtain final acceptance/permit closeout from ECRC. Consultant will submit record of permit closeout to Client.
9. Prepare record drawings in AutoCAD format and submit in electronic .dwg and .pdf formats. Record drawings shall accurately depict the as-constructed horizontal and vertical alignment of the water pipelines and final arrangement of piping and electrical equipment in the booster station. Final as-constructed record drawings will be submitted in AutoCAD Civil 3D 2018-2019 and PDF format.

Special Assumptions

Amendments to Project Schedule

The project schedule is being revised to account for the construction phase. The following construction phase schedule is anticipated for Bid Package 1.

Task IV

	Date
Construction Phase Authorization	August 2023
Contractor Award	August 2023
Pre-construction Meeting	August 2023
Substantial Completion Division B	December 6, 2024
Final Completion Division B	June 2, 2025

Method of Compensation

The project compensation is amended to include the construction phase services as follows. Fees for the construction phase will be invoiced based on the following distribution.

TASK			FEE
Original NTE Fee			\$278,000.00
Amendment No. 1, Booster Station Design and Bidding			\$218,000.00
Amendment No. 2 WM and FM Design and Geotechnical Addition			\$125,480.00
Amendment No. 3 WM & FM Construction BP 1 Bid Schedules A, B, C, and D			
Bid Schedule A (Delta Water Distribution System) \$0.00			
Construction Admin	\$14,400.00		
Observation	\$26,200.00		
Staking	\$6,000.00		
Testing (SME \$46,300*)	\$50,930.00		
Closeout	<u>\$3,000.00</u>		
Subtotal	\$100,530.00	\$100,530.00	
Bid Schedule B (Ultium Water Main Improvements)			
Construction Admin	\$52,000.00		
Observation	\$93,000.00		
Staking	\$21,000.00		
Testing (SME \$35,000)	\$38,500.00		
Closeout	<u>\$11,500.00</u>		
Subtotal	\$216,000.00	\$216,000.00	
Bid Schedule C (Ultium Sanitary Force Main Improvements)			
Construction Admin	\$50,000.00		
Observation	\$90,000.00		
Staking	\$20,500.00		
Testing (SME \$40,500)	\$44,550.00		
Closeout	<u>\$11,000.00</u>		
Subtotal	\$216,050.00	\$216,050.00	
Total Fee for Amendment No. 3		\$532,580.00	\$532,580.00

Amendment No. 4 Booster Station Constr. BP4 Div. B			
Booster Station Task VI			
Construction Admin	\$87,600.00		
Observation	\$141,500.00		
Testing (SME \$6,500)	\$8,800.00		
Closeout	\$14,600.00		
<i>Subtotal</i>	\$252,500.00	\$252,500.00	
Distribution System Task VI			
Construction Admin	\$12,200.00		
Observation	\$32,500.00		
Testing (SME \$6,000)	\$7,500.00		
Closeout	\$6,200.00		
<i>Subtotal</i>	\$58,400.00	\$58,400.00	
Amendment No. 4 Total		\$310,900.00	\$310,900.00
TOTAL AUTHORIZED FEE			\$1,464,960.00

*\$39,330 budget for Mt. Hope HDD observation for SME

Supplemental Terms and Conditions



ARCHITECTS. ENGINEERS. PLANNERS.

July 24, 2023

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

RE: Proposal for Construction Engineering Services
Ultium 3 Battery Plant - Equalization Basin and Water Booster Station Improvements

Dear Mr. West:

Thank you for requesting construction engineering services for the Ultium 3 Equalization (EQ) Basin and Water Booster Station Improvements (Bid Package 4, BP4). We have prepared this proposal based on the information provided and discussions with you, Rick Kane, your staff, and Tetra Tech. The following represents our understanding of your needs, expected scope of services, schedule, and compensation.

Statement of Understanding

General Motors is building a new battery cell manufacturing facility (Ultium 3) that will connect to Delta Township's Carrier Creek Interceptor via the existing GM Pump Station currently providing service for the GM Lansing Delta Township (LDT) Assembly Facility. To provide reliable services to Ultium, improvements to the existing LDT sanitary lift station and the construction of a 720,000-gallon wastewater equalization basin (BP4, Division A) are needed. Additionally, improvements to the existing water booster station (BP4, Division B), which is on the same site, are also required.

Bid Package 4 (Divisions A and B) will be awarded as a single contract to one general contractor. Division A, which relates to the sanitary improvements, was designed by OHM Advisors, with Tetra Tech providing electrical and instrumentation & controls design efforts and SME providing geotechnical services. Division B, which includes water improvements, was designed by Tetra Tech. OHM Advisors will provide comprehensive and unified construction services as the overall lead consultant during construction of BP 4; these services are described in further detail below. Tetra Tech will provide coordinated construction services for Division B under a separate agreement with Delta Township.

Scope of Services

OHM Advisors was contracted to deliver the necessary design and contract documents for BP4 Division A. At the request of the Township, we offer the following scope of services for the duration of the construction process:

Construction Administration:

- ▶ Conduct an in-person preconstruction meeting with the awarded contractor and assist in the execution of the contract documents. OHM will prepare the agenda, lead the meeting, and compile a meeting summary.
- ▶ As the lead Resident Engineer, OHM will coordinate the submittal review process with the Contractor. We will receive and log submittals. For submittals related to Division A, OHM will review and approve Contractor's shop drawing submittals. For Division B submittals, OHM will transmit them to Tetra Tech



for their review and approval. Tetra Tech will return submittals to OHM with a transmittal letter and reviewed stamp noting the action taken. All 'Approved' or 'Approved as Noted' submittals will be sent to Delta Township for review prior to return to the Contractor.

- ▶ Receive, review, and respond to Contractor's Requests for Interpretation (RFIs). OHM will lead these efforts by receiving RFIs from the Contractor, logging the items, and conducting a preliminary review to determine if the RFI relates to Division A or Division B. For Division A RFIs, OHM will prepare a response. Division B RFIs will be transmitted to Tetra Tech for their review and response. Tetra Tech will return RFIs to OHM for transmittal to the Contractor.
- ▶ Prepare change orders. We anticipate a maximum of six (6) changes orders for the Project. Each change order may include multiple individual changes related to Division A or Division B. Tetra Tech will be responsible for negotiating and documenting change order items with the Contractor for Division B. OHM is responsible for negotiating and documenting Division A change items. OHM's change order form will be used.
- ▶ Conduct progress meetings on a bi-weekly basis, from the issuance of the Notice to Proceed until work concludes on site. We have included thirty-five of these meetings in our fee estimate. We anticipate these meetings to be one hour in duration to coordinate submittals, material lead times, the construction schedule, and other administrative items. OHM will prepare agendas and issue meeting notes. We based our estimate on these progress meetings taking place at Delta's office building allowing for the meetings to be attended virtually by consultants and subcontractors not actively on site. OHM's inspector and supervisor will attend in person.
- ▶ Review percentage complete on Contractor pay applications and prepare recommendations for Delta's payment. We will coordinate with Tetra Tech on the review of the Division B elements over which they will have direct oversight. For budgeting purposes, we have assumed that there will be 18 monthly pay applications.
- ▶ OHM will utilize our design partner, Tetra Tech, for the Division A electrical and I&C field services. In addition, Tetra Tech will provide field services for the entirety of the Division B work. The Contractor is to schedule and coordinate Tetra Tech's field support through OHM's Resident Engineer. Please see attached for Tetra Tech's proposal for BP4 Division A. Tetra Tech has provided a separate proposal for Division B construction services directly to Delta Township.

Construction Observation:

- ▶ Provide full-time observation for BP4 when the Contractor is on site executing work through Substantial Completion, and as outlined in the Contractor's schedule. We have included 64 weeks at 40 hours per week for the primary inspector from mobilization in September 2023 to Substantial Completion December 6, 2024. We have also included 20% for direct supervision of the primary inspector's hours to provide assistance with resolution of construction issues and communication with Delta Township.
- ▶ Provide part-time observation for BP4 between Substantial Completion and Final Completion. We have included 80 hours of inspection for the period from Substantial Completion through Final Completion.
- ▶ Obtain GPS points for the corners of new structures, new valves, drainage structures, and yard piping related to Division A work.
- ▶ OHM will prepare daily field reports documenting general progress made to support the Resident Engineer's opinion of completion. Observation of completed work for compliance with the contract documents will also be a part of the technician's regular responsibilities. Level of service may be adjusted based on the



Contractor's level of effort as coordinated and approved by the Township. Daily field reports will be transmitted to the Township on a weekly basis.

- ▶ As outlined in the contract documents, OHM will have access to a Contractor-provided office trailer. During the project the team will keep pertinent project files on location for OHM's and the Township's use.
- ▶ The OHM team will lead efforts to resolve field issues that may arise during the construction process as outlined in the contract documents or plans. Unforeseen issues that arise may require additional compensation. The team will be responsible for contract administration duties to include timely review of pay estimates to meet Township deadlines for approval. Additional reviews will include Contractor's construction progress for compliance with the approved project schedule, potential claims and resolution, monitoring of site restoration work until acceptance, preparation of change orders, and closeout of the final project punchlist.
- ▶ OHM will provide a monthly project update for the Township's use to communicate to the Board and others.

Construction Staking:

- ▶ Survey layout and staking of the BP4 site improvements and associated appurtenances. Construction layout will include initial placement of the stakes upon request by the Contractor. If stakes are removed or damaged, additional staking fees will apply. Layout will consist of setting line and grade stakes and benchmarks from which the Contractor shall lay out individual structures. We have included three days for survey work.

Geotechnical Engineering and Material Testing:

- ▶ OHM will utilize our geotechnical design partner, SME, for geotechnical and material testing. SME will assist with submittal reviews for the dewatering plan and the temporary earth retaining system designs for BP4. Materials testing services will include cast-in-place concrete (structural and flat work) and density testing (utility trench, structural backfill, gravel and HMA paving operations). The Contractor is to schedule and coordinate these activities through OHM. Upon submittal from SME, OHM will review testing reports for specification compliance and file with the contract documents. Please see attached for SME's construction services proposals for BP4.

Construction Closeout:

- ▶ Record Drawings – Record Drawings for the new structures and underground utilities will be provided in a CAD file and GIS to support integration into the Township's existing system.
- ▶ System Operational Testing and Startup – OHM will provide technical assistance for the startup and testing of the equipment for BP4 Division A.
- ▶ Preparation of final pay application, including the necessary closeout documents required from the Contractor.
- ▶ Coordination of GIS attributes and supporting data schema for integration of new facilities and utilities into the Township system.
- ▶ Transmittal of equipment startup reports, manufacturers operations and maintenance manuals, and warranties to the Township.



If additional services outside of this scope are required during the construction process, OHM will request and receive approval from Delta Township to perform the services before commencing work.

Schedule

OHM can begin work on this project immediately upon authorization form the Township. The following is a tentative schedule based on our relative project understanding (Contractor schedule yet to be submitted and approved):

TASK	DATE
Bid Award	August 7, 2023
Contract Execution/Notice to Proceed	August 14, 2023
Preconstruction Meeting	August 21, 2023
Anticipated Construction Start	September 11, 2023
Substantial Completion	December 6, 2024
Final Completion	June 2, 2025

Potential schedule related items that may impact task durations are as follows:

- Construction materials procurement/lead time.
- Permits received (EGLE Part 41, EGLE JPA, ECDC, Township building permits, etc.)

Compensation

OHM Advisors will provide the above-outlined professional services in accordance with the following cost schedule. Our professional services will be performed on an hourly basis, utilizing our standard rate schedule.

Phase/Task	Cost
BP4 Division A – Equalization Basin	
Task 1 – Admin/Coordination/Review	\$315,000
Task 2 – Construction Observation - OHM	\$424,000
Task 2A – Construction Observation/Admin/Coordination/Review – Tetra Tech Electrical	\$49,000
Task 3 – Survey	\$17,000
Task 4 – Testing - SME	\$56,800
Task 5 - Closeout	\$31,000
BP4 Division A total	\$892,800
Total BP4	\$892,800

Notes:

1. Fees were determined based on the noted assumptions. OHM Advisors proposes to confirm these assumptions with Delta Township prior to commencing services.
2. The above cost schedule represents a Time and Material – Not to Exceed budget. Any requested work



beyond this fee must be approved by Delta Township prior to proceeding.

Clarifications and Assumptions

Our Proposal was prepared based on the following assumptions:

- ▶ If additional labor effort or change in schedule is required beyond described herein, OHM Advisors will negotiate an amendment with Delta Township. OHM Advisors will not proceed with additional services without written authorization to proceed from Delta Township.
- ▶ Preparation of an Operations and Maintenance manual in compliance with EGLE requirements is not included in this proposal. If an O&M manual is required, we would recommend preparing such after the completion of the EQ Basin in order to encompass the entire operating system. Equipment manufacturer O&M manuals will be reviewed and provided as part of the Construction Administration submittal process.
- ▶ Meetings shall be conducted in accordance with the Scope of Services as described herein. Additional meetings, not described within our Scope of Services, shall be considered additional services, and will be billed on an hourly basis under amendment upon agreement with Delta Township.
- ▶ It is assumed that there are no contaminated soils onsite. If found otherwise, OHM will work with the Township to coordinate the scope and fee changes necessary for the lawful handling and disposal of the material.
- ▶ Coordination with the Delta Township and GM will be necessary for all temporary system shutdowns or bypass arrangements. Any additional coordination time beyond that budgeted will be completed on an “as-needed” basis. OHM will not proceed with this additional effort without the Township’s prior approval.
- ▶ It is assumed that the project construction can be accomplished without traffic detours.
- ▶ The project will be funded utilizing Township funds. OHM services do not include administrative support as outlined by funding agencies (to include grants, loans, or other outside sources).
- ▶ Soil Erosion and Sedimentation Control inspections will be performed by the County.

Client Responsibilities

- ▶ Delta Township will provide a single point of contact to OHM who is knowledgeable about the project needs and desired outcomes.

Authorization and Acceptance

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed. This Proposal, the agreed upon OHM and Delta Township Terms & Conditions, and the other attachments will form our Agreement.



Thank you for providing us the opportunity to be of service. We look forward to working with you on this project. If you have any questions or comments, please contact us at 734-522-6711.

Sincerely,
OHM Advisors

Robert Czachorski, P.E.
Principal

Jennifer Drinan, P.E.
Senior Project Manager

Attachments: OHM and Delta Township Terms and Conditions
Tetra Tech GM Ultium 3 Battery Plant Equalization Basin & Water Booster Station
Improvements (BP4, Division A) Electrical and I&C Construction Engineering
Assistance Proposal, dated July 20, 2023
SME Construction Materials Services Proposal, dated July 24, 2023

cc: Chuck Rolfe, Field Services Director, OHM Advisors
Nancy Russell, Client Rep, OHM Advisors

STANDARD TERMS and CONDITIONS

1. THE AGREEMENT – These Standard Terms and Conditions and the attached Proposal or Scope of Services, upon their acceptance by the Owner, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and the Owner. The Agreement shall supersede all prior negotiations or agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by mutual agreement between OHM ADVISORS and the Owner and said amendments must be in written form. -Incorporated by reference is are the RFP, and OHM's Proposal.

2. SERVICES TO BE PROVIDED – OHM ADVISORS will perform the services as set forth in the attached proposal or scope of services which is hereby made a part of the Agreement.

3. SERVICES TO BE PROVIDED BY OWNER – The Owner shall at no cost to OHM ADVISORS: a) Provide OHM ADVISORS personnel with access to the work site to allow timely performance of the work required under this Agreement. b) Provide to OHM ADVISORS within a reasonable time frame, any and all data and information in the Owners possession as may be required and specifically requested in writing by OHM ADVISORS to perform the services under this Agreement. c) Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.

4. PERIOD OF SERVICE – The services called for in this Agreement shall be completed within the time frame stipulated in the Proposal or Scope of Services, or if not stipulated shall be completed within a time frame which may reasonably be

required for completion of the work. OHM ADVISORS shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond OHM ADVISORS reasonable control.

5. COMPENSATION – The Owner shall pay OHM ADVISORS for services performed in accordance with the method of payment as stated in the Proposal or Scope of Services. Method of compensation may be lump sum, hourly; based on a rate schedule, percentage of the construction cost, or cost plus a fixed fee. The Owner shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental or other special project related items at a rate of 1.15 times the invoice amount.

6. TERMS OF PAYMENT – Invoices shall be submitted to the Owner not more often than monthly for services performed during the preceding period. Owner shall pay the full amount of the invoice within thirty days of the invoice date Owner's receipt of the invoice, except and to the extent disputed by the Owner in good faith. If payment is not made within thirty days of the due date, the amount due to OHM ADVISORS shall include a charge at the rate of 5% per annum per MCL 438.31 one percent per month from said thirtieth day.

7. LIMIT OF LIABILITY – OHM ADVISORS shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate, of OHM ADVISORS and its Officers, Directors, Partners, employees, agents, and

STANDARD TERMS and CONDITIONS

~~subconsultants, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM ADVISORS or OHM ADVISORS' Officers, Directors, employees, agents or subconsultants, or any of them shall not exceed the amount of \$25,000 or OHM ADVISORS fee, whichever is greater.~~

8. ASSIGNMENT – Neither party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other party.

9. NO WAIVER – Failure of either party to enforce, at any time, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.

10. GOVERNING LAW – The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.

11. DOCUMENTS OF SERVICE – The Owner acknowledge OHM ADVISORS' reports, plans and construction documents as instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due OHM ADVISORS, however, OHM ADVISORS shall have the unlimited right to use such drawings,

specifications and reports and the intellectual property therein. The Owner shall not reuse or make any modifications to the plans and specifications without prior written authorization by OHM ADVISORS. In accepting and utilizing any drawings or other data on any electronic media provided by OHM ADVISORS, the Owner agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Owner discovers during this period will be reported to OHM ADVISORS and will be corrected as part of OHM ADVISORS' basic Scope of Services. Without eliminating or reducing the Owner's right to ownership of the instruments of professional services, the Owner shall have an irrevocable, nonexclusive right to use and reproduce the instruments of professional service upon execution of this Agreement.

12. TERMINATION – Either party may at any time terminate this Agreement upon giving the other party 7 calendar days prior written notice. The Owner shall within 45 days of termination, pay OHM ADVISORS for all services properly rendered and all costs actually incurred up to the date of termination in accordance with compensation provisions in this Agreement.

13. OHM ADVISORS' RIGHT TO SUSPEND ITS SERVICES – In the event that the Owner fails to pay OHM ADVISORS the amount due shown on any invoice within 60 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to the Owner, suspend its services until payment in full for all services and expenses due is received.

14. OPINIONS OF PROBABLE COST – OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. The Owner must recognize that OHM

STANDARD TERMS and CONDITIONS

ADVISORS has no control over costs or the prices of labor, equipment or materials, or over the contractor's method of pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost. OHM Advisors acknowledges that it is bound by the 'not to exceed' cost for the scope of services provided as stated in our proposal to the Owner.

the parties mutually agree otherwise.

15. JOB SITE SAFETY – Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the General Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made clear in the Owners agreement with the General Contractor. The Owner also agrees that OHM ADVISORS shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.

16. DISPUTE RESOLUTION – In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and OHM ADVISORS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless

July 21, 2023

Transmitted Electronically

Ms. Jennifer Drinan, P.E.
OHM Advisors
34000 Plymouth Road
Livonia, MI 48150

**Re: GM Ultium 3 Battery Plant Bid Package 4 Electrical and I&C
Proposal for Professional Services
Construction Engineering Assistance related to EQ Basin**

Dear Ms. Drinan:

Tetra Tech is pleased to provide a proposal for electrical and instrumentation & controls construction engineering services proposal related to the Delta Township Ultium 3 Battery Plant Bid Package 4 EQ Basin project.

STATEMENT OF UNDERSTANDING

It is our understanding that OHM Advisors proposes a project teaming arrangement where Tetra Tech will assist OHM to complete the electrical and instrumentation & controls system construction engineering services related to the GM Ultium 3 Battery Plant Bid Package 4 EQ Basin project located in Delta Township Michigan. Some efficiencies can be achieved by Tetra during the administration and inspection portion of the project between this contract and the Tetra Tech construction contract and those are reflected in our proposal fee.

Tetra Tech will provide the following services under this contract:

SCOPE OF SERVICES

CONSTRUCTION (E and I&C only)

Administration

- Provide conformed design drawings.
- Attend one (1) pre-construction meeting at Township facility.
- Provide shop drawing reviews.
- Respond to contractor Request for Information (RFI).
- Develop contractor change orders as necessary.
- Provide pay application assistance for electrical and instrumentation work as necessary.

Tetra Tech

1136 Oak Valley Drive, Suite 100, Ann Arbor, MI 48108
Tel 734.665.6000 Fax 734.213.3003 www.tetratech.com

Inspection

- Inspect the construction site during six (6) 2-hour site visits to evaluate construction progress and answer contractor questions.

Closeout/Startup

- Provide six (6) 4-hour site visits during system startup and commissioning to assist the contractor.
- Update the Electrical and Instrumentation & Control engineering design drawing as-builts.

DELIVERABLES

- Conformed design drawings as stated above in PDF and AutoCAD version 2019.

COMPENSATION

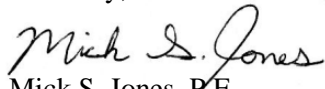
Compensation for the professional services required for the assignment will be based on time and material at a not-to-exceed fee budget of:

Administration	- \$18,300
Inspection	- \$14,300
Closeout/Startup	- \$16,400
Total	- \$49,000

If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. The agreement for this project is comprised of this proposal and the previously agreed to terms and conditions for the OHM Delta GM projects.

We look forward to working with you on this important project. If you need additional information, please call me at (734) 213-5075.

Sincerely,



Mick S. Jones, P.E.
Senior Project Manager

Encl.: Terms and Conditions

Copy: Accounting (w/encl.)

PROPOSAL ACCEPTED BY OHM ADVISORS:

BY: _____

TITLE: _____ **DATE:** _____



2663 Eaton Rapids Road
Lansing, MI 48911-6310

T (517) 887-9181

www.sme-usa.com

July 24, 2023

Ms. Jennifer Drinan, PE
OHM Advisors
34000 Plymouth Road
Livonia, Michigan 48150

Via E-mail: jennifer.drinan@ohm-advisors.com

RE: Construction Materials Services - Revised
Ultium 3 SLS BP4 – Division A – Equalization Basin
Delta Township, Michigan
SME Proposal No. P02507.23

Dear Ms. Drinan:

Thank you for considering SME to be part of the construction team for the Ultium 3 SLS BP4 – Division A – Equalization Basin Project. We look forward to helping make this a successful project. The following documents were referenced during preparation of this proposal:

- Contract Documents for Ultium 3 Battery Plant – Bid Package 4 prepared by OHM & Tetra Tech (dated 05/31/2023);
- E-mail message from Ms. Jennifer Drinan, PE with OHM received by SME on June 16, 2023.

SCOPE OF SERVICE

Based on our review of the project documents referenced above, we anticipate our scope of services will include performing proofroll observations of subgrade in the proposed building, pavement and drive areas, density testing, concrete testing, foundation subgrade evaluations, structural steel review of field bolted and/or welded connections and miscellaneous laboratory testing.

PROFESSIONAL SERVICES FEES

Our services will be provided on a time and material basis using the attached fee schedules. We expect our fees will be approximately \$56,800 based on the number of visits and number and type of laboratory tests noted on the attached table. The number of visits shown on the attached table is based on the changes to the original and revised estimated visits table provided in e-mail messages from OHM dated July 10, 2023, July 21, 2023, and July 24, 2023. The number of visits to the site will be highly dependent on the efficiency of the contractor and the challenges that occur during construction.

We have also included an alternate estimated visits table. The number of visits and laboratory tests were adjusted to reduce the fee estimate to \$40,000. At the time of authorization please let us know which estimated visits table and fee was selected.

Overtime rates were not included in our fee estimate. Overtime is defined on Fee Schedule FS:0. Four-hour minimums will be applied on weekends and may be applied during the work week.

A copy of our General Conditions, which governs our services, is attached. Please sign in the space indicated, including the billing address, and return for our records. Modifications to the terms and conditions provided could result in changes to scope and/or fee.

SCHEDULING

Regarding scheduling, please contact Mr. Charles Pakkala at (517) 887-9181 by 3:00 p.m. to schedule services for the following day.

REPORTING

SME provides reports that are distributed via our online platform, Construction Hive. You will receive an email notification with instructions to register with Construction Hive when your first set of reports is uploaded to the site. Please provide us with the contacts you wish to have included on the report distribution list for this project. Reports on Construction Hive may be conveniently accessed, viewed or printed by anyone on this distribution list at any time after setting up their free personalized account. The report links in your email will expire after 14 days if you have not registered for your free account.

As part of our improvement efforts, SME requests feedback from our clients during and/or at the end of our projects to help us understand their project experience and to show us where we can improve. When you receive an SME feedback request, please take a minute or two to respond. Doing so will help us serve you better on the next project.

We look forward to providing the testing services for you on this project. We are confident we can meet your testing needs. Please call with any questions.

Sincerely,

SME

PREPARED BY:

REVIEWED BY:

Todd S. Neumann
Senior Project Consultant

Megan S. Jacobs, PE
Senior Consultant

Attachments: Estimated Visits Table – \$56,800
 Estimated Visits Table – \$40,000
 Fee Schedules FS:0, FS:3, and FS:4 (01/22)
 SME General Conditions – Commercial (03/15)

Estimated Visits for GM Ultium 3 - Bid Pack 4 - Division A

	Activity	Estimated Number of Half Day Visits	Estimated Number of Full Day Visits
BUILDING PAD	Foundation Subgrade Evaluation*	5	
	Concrete Walls / Slabs**	37	5
	Density Testing*	5	5
	Structural Steel***	2	
	TOTAL VISITS	49	10
SITWORK	Proofroll*	1	
	Concrete**	1	
	Density Testing - Aggregate Base*	2	
	Density Testing - Sand*	2	
	Utility Trench Backfill*	5	
	Asphalt Density Testing*	2	
	TOTAL VISITS	13	0
	Activity	Number of Tests	
LABORATORY TESTING	Gradation - Sand	1	
	Proctor - Sand	1	
	Gradation - Aggregate Base	1	
	Proctor - Aggregate Base	1	
	Extraction Gradation	2	
	Sample or Cylinder Pick up	8	
	Concrete Cylinders	335	
	Type of Equipment	Number of Days	
EQUIPMENT	Nuclear Gauge	21	
	DCP	5	
TOTAL		\$56,800.00	

* = Each visit includes up to 3 hours on-site, travel time and mileage to/from the site, report writing, report review, report transmittal, and equipment calibration/preparation.

** = Each visit includes up to 4 hours on-site, travel time and mileage to/from the site, report writing, report review, report transmittal, and equipment preparation/calibration

*** = Each visit includes up to 4 hours on-site, report writing, report review, report transmittal, and travel time and mileage to/from the site.

Each **Full Day Visit** includes up to 7 hours on-site, travel time and mileage to/from the site, report writing, report review, report transmittal, and equipment calibration/preparation.

Estimated Visits for GM Ultium 3 - Bid Pack 4 - Division A

	Activity	Estimated Number of Half Day Visits	Estimated Number of Full Day Visits
BUILDING PAD	Foundation Subgrade Evaluation	4	
	Concrete Walls / Slabs	25	3
	Density Testing	4	5
	Structural Steel	2	
	TOTAL VISITS	35	8
SITWORK	Proofroll	1	
	Concrete	1	
	Density Testing - Aggregate Base	1	
	Density Testing - Sand	1	
	Utility Trench Backfill	5	
	Asphalt Density Testing	2	
	TOTAL VISITS	13	0
	Activity	Number of Tests	
LABORATORY TESTING	Gradation - Sand	1	
	Proctor - Sand	1	
	Gradation - Aggregate Base	1	
	Proctor - Aggregate Base	1	
	Extraction Gradation	2	
	Sample or Cylinder Pick up	8	
	Concrete Cylinders	225	
	Type of Equipment	Number of Days	
EQUIPMENT	Nuclear Gauge	18	
	DCP	4	
TOTAL		\$40,000.00	

* = Each visit includes up to 3 hours on-site, travel time and mileage to/from the site, report writing, report review, report transmittal, and equipment calibration/preparation.

** = Each visit includes up to 2 hours on-site, travel time and mileage to/from the site, report writing, report review, report transmittal, and equipment preparation/calibration

*** = Each visit includes up to 4 hours on-site, report writing, report review, report transmittal, and travel time and mileage to/from the site.

Each **Full Day Visit** includes up to 7 hours on-site, travel time and mileage to/from the site, report writing, report review, report transmittal, and equipment calibration/preparation.

FEE SCHEDULE – PERSONNEL AND EXPENSES

PERSONNEL

Technician I	Per Hour.....	72.00
Technician II	Per Hour.....	82.00
Technician III	Per Hour.....	92.00
Technician IV	Per Hour.....	110.00
Laboratory Technician.....	Per Hour.....	115.00
Certified Welding Inspector (CWI)	Per Hour.....	120.00
Field Engineer/Geologist/Specialist, Survey Technician	Per Hour.....	114.00
Staff Engineer/Geologist/Architect/Specialist.....	Per Hour.....	128.00
Senior Staff Engineer/Geologist/Architect/Specialist, Surveyor.....	Per Hour.....	138.00
Project Engineer/Geologist/Architect/Consultant	Per Hour.....	155.00
Civil Designer, Licensed Surveyor, Materials/Welding Consultant	Per Hour.....	155.00
Survey Crew Chief	Per Hour.....	165.00
Senior Project Engineer/Geologist/Architect/Consultant	Per Hour.....	180.00
Project Manager, Senior Civil Designer, Senior Licensed Surveyor	Per Hour.....	180.00
Level III NDT	Per Hour.....	190.00
Senior Consultant, Senior Project Manager.....	Per Hour.....	220.00
Certified Professional (Ohio VAP), Certified Industrial Hygienist.....	Per Hour.....	220.00
Principal Consultant, Chief Consultant, Project Director	Per Hour.....	260.00
CADD Technician.....	Per Hour.....	95.00
CADD Operator	Per Hour.....	106.00
Senior CADD Operator	Per Hour.....	128.00
Log Processor	Per Hour.....	100.00
Administrative Assistant	Per Hour.....	85.00
Senior Administrative Assistant	Per Hour.....	105.00

Minimum 4 Hours Per Day for field work.

Overtime rate (Applies to all field work in excess of 8 hours per day, before 8:00 am or after 5:00 pm Monday through Friday or anytime Saturday, Sunday, or Holiday) Standard Rate x 1.5

Expert Testimony and Depositions (including preparation time) Rates available upon request

TRANSPORTATION AND EXPENSES

Vehicle Mileage Charge	Per Mile.....	1.20
Out-of-town Expenses (Airfare, Lodging, Subsistence, etc.)	At Cost + 20%	
Subcontract Expenses, Equipment Rental	At Cost + 20%	
Direct Expenses (Prints, Permits, Maps, etc.)	At Cost + 20%	
Hard Copies of Report	Per Copy	85.00
Plotting 24 x 36 (Black & White)	Each.....	12.00
Plotting 24 x 36 (Color)	Each.....	24.00

Other Services including Drilling, Equipment use, and Laboratory Testing See Appropriate Fee Schedule

FEE SCHEDULE – EQUIPMENT

SEE PERSONNEL AND EXPENSES FEE SCHEDULE FOR STAFF RATES

COATINGS/FIREPROOFING

Coating Bond Strength – 20mm.....	Per Dolly.....	27.00
Coating Bond Strength – 50mm.....	Per Dolly.....	45.00
Coating Bond Strength – X-Cut	Per Day	85.00
Coatings Test Kit.....	Per Day	75.00
Coating Pull Test Equipment (Dollies are additional)	Per Day	160.00
Holiday Testing (Low or High Voltage)	Per Day	175.00
Intumescent Dry Film Thickness Gauge	Per Day	100.00
Soluble Salt Testing (Chlorides only).....	Each	37.00
Soluble Salt Testing (Chlorides, Sulfates, and Nitrates).....	Each	65.00
Tooke Gage (Destructive Thickness).....	Per Day	110.00

CONCRETE/MASONRY/GROUT

Concrete Floor Moisture Emission Kit.....	Each	80.00
Giatec Concrete Corrosion Rate Equipment.....	Per Day	775.00
Giatec Remote Monitoring System	Per Day	110.00
Giatec Dual Temperature Sensor – Short Lead.....	Each	160.00
Giatec Dual Temperature Sensor – Long Lead	Each	190.00
Giatec Wireless Temperature and Humidity Sensor.....	Each	160.00
Grout Flow Meter	Per Day	60.00
Hammer Drill	Per Day	120.00
Hydraulic Load Test Equipment	Per Day	335.00
Impact Echo (IE)	Per Day	320.00
Impulse Radar (IPR)	Per Day	710.00
Maturity Meter Reader	Per Day	115.00
Maturity Meter Probe Leads.....	Rate Available Upon Request	
Maturity Meter Key Tags (if damaged).....	Each	170.00
Maturity Meter Wireless Base Station.....	Per Day	120.00
Maturity Meter Wireless Radio Box.....	Per Day	120.00
Pin Penetrometer (for Mortar and Grout NDT)	Per Day	165.00
Pin Penetrometer Shot Costs	Each	6.50
Profilometer for Floor Flatness (Computerized).....	Per Day	290.00
Portable Concrete Beam Breaker	Per Day	150.00
R-Meter (Pachometer)	Per Day	170.00
Relative Humidity – Rh Meter	Per Day	65.00
Relative Humidity – Rh Probes	Each	80.00
Schmidt Hammer	Per Day	110.00
Spectral Analysis of Surface Waves (SASW)	Per Day	370.00
Ultrasonic Pulse Velocity (UPV).....	Per Day	475.00
Windsor Probe	Per Day	150.00
Windsor Probe Shot Costs.....	Each	45.00

GEOTECHNICAL

Charge for all-terrain drill rig.....	Per Day	475.00
Corps of Engineers DCP	Per Day	140.00
Expendable Drive Point.....	Each	16.50
Crack Monitor Gauge	Each	32.00

GEOTECHNICAL CONT.

Double Ring Infiltrometer	Per Day	65.00
Ground Penetrating Radar (GPR)	Rate Available Upon Request	
Inclinometer Monitoring Equipment	Per Day	240.00
Mobilization of drill rig and two-man crew on and off site	Per Mile (Each Way)	5.50
	Minimum Charge	625.00
Muck Probe	Per Day	65.00
Field Maximum Density Equipment	Per Day	70.00
Nuclear Density – Moisture Meter	Per Day	65.00
	Per Week	300.00
Penetrometer/Hand Auger	Per Day	45.00
Pile Dynamics Analyzer	Per Day	1,100.00
Power Hand Auger	Per Day	175.00
Pro-Level Manometer	Per Day	80.00
Saximeter	Per Day	60.00
	Per Week	240.00
Syscal Electrical Resistivity Equipment	Per Day	530.00
Thermal Conductivity/Resistivity Meter	Per Day	290.00
Use of Drill Rig and two-man crew	Per Hour	265.00
Pressure Meter Vane Shear /Dutch Cone	Rate Available upon Request	

INSTRUMENTATION

Field Tension Jack	Per Day	130.00
Flat Jack Prism Equipment	Per Day	450.00
Strain Gages	Rate Available upon Request	
Strain Gauge Monitoring Equipment	Per Day	235.00
Tilt Meter	Rate Available upon Request	

PAVEMENTS

FWD (Roads/Parking Lots<27,000 lbf) with Operator	Per Day (8 Hours Max.) ..	2,250.00
	Per Hour (Min. 4 Hours)	350.00
Mobilization of FWD	Per Mile Each Way	4.00
Minimum Mobilization Charge		500.00

STEEL

Anchor Pull Load Test Equipment	Per Day	210.00
Rotational Capacity- Typically A325 Bolts (rocap of 2, tensile of 1)	Set of 3	450.00
Dye Penetrant Testing	Per Day	100.00
Fireproof Testing Equipment	Per Day	60.00
Magnetic Particle – Dry	Per Day	75.00
Magnetic Particle – Wet	Per Day	100.00
Skidmore Tension Calibrator	Per Day	275.00
Torque Wrench.	Per Day	160.00
Ultrasonic Testing:		
Flaw Detector	Per Day	115.00
Thickness Gauge	Per Day	100.00
Phased Array Unit	Per Day	200.00
Additional Equipment (transducers, etc.)	Additional Fees per Project	

WOOD

IML PD300 Resistograph Per Day 555.00

SURVEY

GPS Unit (High Accuracy) Per Day 555.00
GPS Unit (Sub-Meter Assembly) Per Day 300.00
Laser Level..... Per Day 130.00
Rod and Level Per Day 37.00
Total Station Per Day 275.00

MISCELLANEOUS

AAMA 501.2 / 501.3 Equipment..... Per Day 26.50
ASTM E1186/E1105/E783 Chamber Equipment..... Per Day 265.00
ASTM E1186 'Bubble Gun' Equipment Day 320.00
ASTM E1186 'Bubble Gun' Equipment Half Day 185.00
Air Barrier Adhesion Test Equipment (Includes Dolly)..... Per Day 110.00
Borescope Per Day 135.00
Coring bit wear for concrete (0 – 12" thick)..... Per Core 50.00
Coring Machine Per Day 265.00
Coring Machine and Generator..... Per Day 350.00
Drone (DJI Mavic 2 Pro)..... Per Hour 265200
Enterprise Drone (DJI Matrice M300 with payload) Per Hour 425.00
Explosive Gas/Multi-Gas Meter Per Day 124.00
Generator Per Day 150.00
Ground Penetrating Radar Per Day 685.00
Hammer Drill Per Day 120.00
HEPA Vacuum Per Day 55.00
Infrared Thermography Per Day 685.00
Protimeter MMS2 Per Day 170.00
Resistivity Moisture Meter Per Day 55.00
Safety Tripod and Winches Per Day 85.00
Smoke Generator Per Day 110.00
Temperature/Humidity Data Logger..... Per Project 55.00

FEE SCHEDULE – LABORATORY

SEE PERSONNEL AND EXPENSES FEE SCHEDULE FOR STAFF RATES

BITUMINOUS

Abson Recovery of Bituminous Material	Each	Available upon request
Bituminous Extraction/Gradation – Vacuum (with crush content)	Each	450.00
Bituminous Extraction/Gradation – Ignition (with crush content).....	Each	350.00
Bituminous Content Only	Each	185.00
Bituminous Mix Design – 4-Point Marshall Method.....	Each	2,000.00
Density of Pavement Core	Per Core	70.00
Marshall Density of Laboratory Compacted Asphalt	Per Set of 3 Samples.....	120.00
Marshall Stability and Flow Test (molded samples)	Per Set of 3 Samples.....	130.00
MDOT Submittal-Bituminous.....	Each	3,800.00
One-Point Mix Verification.....	Each	485.00
Penetration of Bituminous Material	Each	Available upon request
Performance Grading of Binder Sample	Each	Available upon request
Softening Point.....	Each	Available upon request
Superpave Density – Lab Computed Asphalt	Per 2 Samples	205.00
Theoretical Maximum Density (Rice Method)	Each	165.00

BRICK

Absorption – Basic	5 Brick Set	205.00
Absorption – Basic with Saturation Coefficient	5 Brick Set	370.00
Absorption – Initial Rate (Lab method).....	5 Brick Set	205.00
Compressive Strength.....	5 Brick Set	305.00
Dimensional Review.....	10 Brick Set	330.00
Efflorescence	5 Brick Set	370.00
Freeze-Thaw Testing (ASTM C 67)	5 Brick Set	940.00
Freeze-Thaw Testing (ASTM C 1642)	5 Brick Set	810.00
Modulus of Rupture.....	5 Brick Set	435.00

CONCRETE

Compressive Strength of Concrete Cores	Each	95.00
Compressive Strength of Concrete Cylinders	Made by SME	Each
	Made by Others	Each
		33.00
Concrete Chloride (Titration Method).....	Each	Available Upon Request
Concrete Mix Design (normal weight) and Trial Batch w/Cylinders	Each	625.00
Concrete Mix Design and Trial Batch w/Beams	Each	850.00
Flexural Strength of Concrete Beams	Each	95.00
Indirect Split Tensile Strength of Concrete Cores	Each	125.00
Rebar Tensile Test.....	Each	585.00
Thermal Resistivity of Concrete Specimen	Each	945.00

CONCRETE MASONRY UNITS

Absorption	3 Block Set	260.00
Compressive Strength of Block – Gross Area/Net	3 Block Set	370.00
Compressive Strength of Prism – Hollow.....	Each prism.....	200.00
Compressive Strength of Prism – Solid (Grouted)	Each prism.....	265.00
Dimensional Review.....	3 Block Set	215.00
Freeze-Thaw Testing (100 cycles).....	5 Block Set	1,010.00
Freeze-Thaw Testing (additional 50 cycles)	5 Block Set	670.00
Freeze-Thaw Testing (Canadian Method 50 cycles)	5 Block Set	625.00
Linear Shrinkage		Available Upon Request

FIREPROOFING

Density Laboratory Test.....	Each	100.00
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GROUT/MORTAR

Compressive Strength – 2" x 2" Cubes	Each	55.00
Compressive Strength – 3" x 3" x 6" Specimen	Each	55.00
Mortar Aggregate Ratio	Each	200.00
Historic Mortar Analysis with Restoration Repointing Mortar Mix Recommendations (per ASTM C1324 and NPS).....	Each	3,400.00
Historic Mortar Analysis Constituents Only (Per ASTM C1324 and NPS)	Each	2,970.00
Splitting Tensile – 3" x 6" Cylinders.....	Each	110.00

RETAINING WALL MASONRY UNITS

Absorption	3 Block Set	315.00
Compressive Strength.....	3 Block Set	540.00
Freeze-Thaw Testing	5 Block Set	940.00

ROOFING

Built-up Roof Test Cut Analysis (ASTM D-2829) with aggregate.....	Each	380.00
Built-up Roof Test Cut Analysis (ASTM D-3617) without aggregate.....	Each	290.00
Thermal Insulation Compressive Strength (ASTM D-1621).....	Each	135.00
Thermal Insulation Density (ASTM D-1622)	Each	100.00

SOIL/AGGREGATES

Alkali Reactivity of Aggregates (ASTM C-1293)	Each	1,600.00
Alkali Reactivity of Aggregates (ASTM C-1260)	Each	730.00
Alkali Reactivity of Aggregates (ASTM C1567).....	Each	990.00
Angularity Index	Each	105.00
Atterberg Limits (LL + PL)	Each	230.00
Calibrated Penetrometer Test	Each	5.00
California Bearing Ratio (CBR)	Each	320.00
Clay Lumps Friable Particles	Each	85.00
Coarse Aggregate Test (ASTM C-33).....	Each	1,550.00
Crushed Content	Each	90.00
Deleterious Pick	Each	90.00
Expansion Index (ASTM D4829).....	Each	370.00
Fine Aggregate Angularity.....	Each	105.00
Fine Aggregate Test (ASTM C-33)	Each	1,100.00
Flat & Elongated Particles (ASTM D4791).....	Each	125.00
Hydrometer/Gradation Analysis	Each	260.00
L.A. Abrasion.....	Each	265.00
Lightweight Particles in Coarse Aggregate (ASTM C123)	Each	205.00
Lightweight Particles in Fine Aggregate (ASTM C123).....	Each	165.00
Loss by Wash.....	Each	115.00
Organic Content	Each	80.00
Organic Impurities	Each	90.00
Permeability Test of Compacted Sample.....	Each	420.00
Permeability Test of Liner Sample (Clayey Soil).....	Each	370.00
Permeability Test of Liner Sample (Clean Granular Soil)	Each	185.00
Proctor Test (Standard or Modified).....	Each	225.00
Proctor (Clay Preparation)	Each	100.00
Proctor – One Point.....	Each	100.00
Sand Equivalency	Each	210.00
Sieve Analysis.....	Each	115.00
Soundness of Aggregate (Fine Aggregate (Sieve Included).....	Each	600.00
Soundness of Aggregate (Fine & Coarse Aggregate (Sieve Included).....	Each	750.00
Specific Gravity of Aggregates, with Absorption	Each	105.00
Specific Gravity of Soils	Each	175.00
Thermal Resistivity of Soil.....	Each	935.00
Torvane Test	Each	6.00
Triaxial Strength Testing – Unconsolidated/Undrained.....	Each Point	210.00
Triaxial Strength Testing – Consolidated/Drained.....	Each Point	400.00
Triaxial Strength Testing – Consolidated/Undrained w/Pore Pressure	Each Point	475.00

SOIL/AGGREGATES CONT.

Unit Weight of Fine or Coarse Aggregate	Each	110.00
Visual Engineering Classification – Soil	Per Sample.....	8.00
Water Content	Each	8.00
MDOT Rubble Check	Each	45.00
MDOT Select Backfill Testing	Each	1,350.00

STEEL

Compression/Tension – 0 to 600,000 lbs	Rate Available Upon Request
Drop Weight Tear Test.....	Rate Available Upon Request
F1554 Anchor Bolts Greater than 48" (Dimensions, check galvanizing, and reduced cross-section tensile)	Each..... 1,000.00 (w/charpy)
	Each..... 900.00 (w/o charpy)
F1554 or A449 Bolts up to 48" (Dimensions, check galvanizing, and reduced cross-section tensile)	Each..... 400.00 (w/o charpy)
Failure Analysis/Material Characterization	Rate Available Upon Request
Load Testing	Rate Available Upon Request
Qualification of a Welding Procedure Specification: (Carbon steel)	
Butt Weld (Plate/Pipe)	Each..... 1,150.00*
Fillet Weld (Plate/Pipe).....	Each..... 625.00*
T, K, Y & Butt Pipe Conn	Each..... 1,050.00*

**Additional Fee for X-Ray or Ultrasound*

Rebar Splice Testing.....	Each.....	350.00
Rotational Capacity- Typically A325 Bolts (rocap of 2, tensile of 1)	Set of 3.....	450.00
Welder Performance Qualifications (Per AWS):		
3/8" Plate		275.00
1" Plate		275.00
Plates for Welder Qualification Testing.....		70.00
Fillet.....		285.00
Pipe		440.00
Rebar		275.00
Welding Procedure Specification Development.....	Rate Available Upon Request	
Welding Procedure Specification – Prequalified Procedure	Rate Available Upon Request	

SME GENERAL CONDITIONS

- 1. DEFINITIONS:** In this Agreement, the party agreeing to have the services performed is the "CLIENT." The CLIENT's CLIENT shall be referred to as the "OWNER." Unless expressly stated otherwise, SME, its employees, agents, subconsultants and subcontractors, are collectively referred to as "SME." The "services" to be provided under this Agreement are defined in SME's Proposal and subsequent written amendments, change orders, or otherwise-authorized additional services.
- 2. INVOICING AND PAYMENT:** SME will submit invoices to CLIENT monthly and a final bill upon completion of services. Payment is due upon presentation of invoice to the CLIENT and is past due 30 days from date of the invoice. CLIENT agrees to pay a service charge of 1-1/2% per month, or the maximum rate allowed by law, whichever is greater, on past due accounts.
- 3. INSTRUMENTS OF SERVICE:** All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by SME in connection with this Project shall be considered instruments of service, and shall remain the property of SME. SME grants CLIENT and OWNER a limited license to use such instruments of service for the purpose of designing, constructing, maintaining or repairing work that is part of this Project. Any reuse of SME's instruments of service for any purpose other than the limited license granted herein is prohibited and SME shall have no responsibility to CLIENT, OWNER or third parties for unauthorized use of its instruments of services.
- 4. RECORDS RETENTION:** SME will retain pertinent records relating to the services performed for CLIENT for a period of time consistent with SME's File Management Plan, a copy of which will be provided to CLIENT upon request. During that period, the records will be made available to the CLIENT at reasonable times. At the end of the retention period indicated in SME's File Management Plan, SME may, in its sole discretion, dispose of all such records.
- 5. SME MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARDS TO ITS SERVICES.**
- 6. TERMINATION:** Either party may terminate this Agreement upon at least 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination will not be effective if that substantial failure is remedied before expiration of the period specified in the written notice. This Agreement shall also be automatically terminated upon a suspension of the Project for more than 3 months. In the event of termination, CLIENT will pay SME for services performed to the termination notice date plus reasonable termination expenses. In the event of termination, or suspension, prior to completion of all reports contemplated by this Agreement, SME may complete such analyses and records as are necessary to complete the files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension include all direct costs of completing such analyses, records, and reports.
- 7. DISPUTES:** If any dispute arising out of or relating to this Agreement, or its breach, is not settled through direct discussions, the parties agree that as a condition precedent to litigation or arbitration, they will endeavor for 30 days following written notice by one party to the other of a dispute or breach, to settle the dispute by mediation with the assistance of a neutral mediator. In any litigation or arbitration, if applicable, the parties agree that the prevailing party is entitled to recover all reasonable costs incurred in defense or prosecution of the claim, including its staff time, court costs, attorney's fees, and other claim-related expenses. Notwithstanding, SME has no obligation to mediate with CLIENT prior to litigation when collecting fees owed by CLIENT.
- 8. AUTHORIZATION:** By signing these General Conditions, CLIENT agrees to accept the proposal, including these General Conditions and any Special Conditions, as the Agreement governing SME's services and the relationship between the parties. If CLIENT gives SME other-than-written authorization to proceed with services after receiving SME's written proposal, CLIENT accepts the proposal, these General Conditions, and any Special Conditions, as the Agreement governing SME's services, and the Agreement is effective, except for those provisions that CLIENT objects to in writing within 7 days following the other-than-written authorization.
- 9. SAFETY:** SME will be responsible only for the safety of SME employees. Unless otherwise explicitly described in our scope of services, the scope of services does not include job or site safety for, or supervision or direction of, the work of others. The presence of SME on the job site should not be construed to in any way relieve the CLIENT, other contractors, or other parties on the site of the obligation and responsibilities for their personal safety and the safety of their employees, consultants, and subcontractors.
- 10. INSURANCE:** SME and its staff are protected by worker's compensation insurance and SME has coverage under General Liability and Professional Liability insurance policies. SME will provide CLIENT with evidence of such policies upon written request. SME is not responsible for any loss, damage or liability arising from acts of CLIENT, its agents, staff, and other consultants employed by CLIENT.
- 11. INDEMNIFICATION:** To the fullest extent permitted by law, CLIENT shall hold harmless, defend, and indemnify SME from and against all claims, damages, losses and expense, including reasonable attorney fees, arising out of the performance of SME's services or the materials of others in connection with the Project regardless of whether or not such claim, damage, loss or expense is caused in part by SME; provided however, that this obligation shall not apply to claims, damage, loss or expense caused solely by negligence of SME.

12. GOVERNING LAW: The parties agree that this Agreement shall be governed in all respects by the laws of the State of Michigan.

13. LIMITATION OF LIABILITY: In consideration for SME's undertaking to perform services at the rates set forth on the Fee Schedule attached to SME's proposal or the lump sum fee provided, CLIENT agrees to limit all potential liability of SME to CLIENT, its employees, agents, successors and assigns, for any and all claims, losses, breaches, damages or expenses arising from, or relating to SME's performance of services on this Project, such that SME's total aggregate liability to CLIENT, its employees, agents, successors and assigns shall not exceed \$50,000 or SME's total fee for the services rendered on the Project, whichever is greater. The CLIENT understands that it may negotiate a higher limit of liability in exchange for an appropriate increase in SME's fee.

- a) CLIENT further agrees that it will require all of its contractors and consultants on this project and their respective subcontractors and subconsultants, be bound by an identical limitation of SME's aggregate liability in their agreements for work on this Project.
- b) CLIENT further agrees that it will require all of its contractors and subcontractors defend and indemnify CLIENT and SME from any and all loss or damage, including bodily injury or death, arising from contractor or subcontractors performance of work on this Project, regardless of whether or not such claim, damage, loss or expense is caused in part by SME provided however, that this obligation shall not apply to claims, damage, loss or expense caused by the sole negligence or fault of SME.

14. PERIOD OF LIMITATION: Notwithstanding any period of limitations that might otherwise apply, the parties agree that no action, claim or proceeding of any kind, whether in tort, contract or equity arising out of SME's services may be brought against SME more than two years after the first to occur of the following events: (i) the date of CLIENT's acceptance, use or occupancy of the Project that is the subject of this engagement, or (ii) the date of SME's last service in connection with this Project.

15. ADDITIONAL SERVICES: If SME provides services at the request of CLIENT, in addition to those described in the scope of work contained in SME's proposal, CLIENT agrees that these general conditions including any Special Conditions shall apply to all such additional services.

16. AGREEMENT: This Agreement includes SME's Proposal, these General Conditions, and any other Special Conditions, Fee Schedules, or other documents provided with SME's Proposal. This Agreement constitutes the entire contractual relationship between the parties and cannot be changed except by a written instrument signed by both parties. All preprinted Terms and Conditions on CLIENT's Purchase Order(s) or acknowledgement forms are inapplicable to this Agreement. In the event any provision of this Agreement is held invalid or unenforceable, the other provisions will remain in full force and effect, and binding upon the parties. All the terms of this Agreement, including provisions relating to limitation and allocation of liability, shall survive the completion and/or termination of this Agreement. This Agreement cannot be assigned by either party without the written consent of the other party.

Please complete and return the signed General Conditions to SME to indicate acceptance of this proposal and to initiate work on the referenced project. The CLIENT's signature or direction to proceed also indicates that he/she has read or has had the opportunity to read the General Conditions and agrees to be bound by such General Conditions.

SME PROPOSAL

Proposal No.: _____

Project Name: _____

Project Location: _____

CLIENT PROPOSAL AND AGREEMENT ACCEPTANCE (Please Print or Type)

CLIENT Signature: _____ Date: _____

Printed Name: _____

Title: _____

CLIENT (Company) Name: _____

Address: _____

Telephone No.: _____ Email: _____



Accounting Department

(517) 323-8510

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

**From: Courtney Nicholls, Finance Director/Deputy Treasurer
Brian Reed, Township Manager**

Date: August 7, 2023

Subject: Temporary Relocation of the Sheriff Substation

Since the passage of the bond for the reconstruction of the substation, staff has been identifying and analyzing potential locations to use as a temporary location for the Sheriff substation. One of the sites that was reviewed was the vacant building located at 4300 Saginaw, which was recently purchase by the Drain Commission. Upon further review of this location, the size of the building and the need to look into unknown issues such as maintaining fire protection while shutting off power to unused areas of the building, made it clear that the option was no longer timely or cost effective.

As it was becoming clear that the 4300 Saginaw option wasn't viable we found out that the former Case Credit Union located at 7527 Delta Commerce Drive was going to be vacant as of August 1, 2023. After touring the facility with our construction manager and Sheriff staff we entered into negotiations with Case representatives and reached an agreement. The lease period will be 15 months with an option to extend if needed. The rate is \$16 per square foot with Delta paying the utilities and performing basic maintenance and snow removal. This is in line with area market rates and is within the relocation budget that was established in the project cost estimates. Relatively minor renovation work will be necessary to accommodate Sheriff operations, which includes items such as the removal of the teller lane and the relocation of a wall to accommodate a locker room area.

I offer the following resolution for your consideration:

“I move the Delta Township Board adopt the proposed resolution to enter into a lease with Case Credit Union for the temporary relocation of the Sheriff substation and that the Township Manager is authorized to sign the lease on behalf of the Township.”

LEASE AGREEMENT

This Lease Agreement (the “Agreement”) is entered into this ___ day of August, 2023 (the “Effective Date”), by and between **CASE CREDIT UNION**, a Michigan chartered credit union, whose address is 4316 South Pennsylvania Avenue, P.O. Box 22158, Lansing, Michigan 48909 (“CASE”) and the **CHARTER TOWNSHIP OF DELTA**, a Michigan charter township organized and operating under the Charter Township Act, MCL 42.1, et seq., as amended, whose address is 7710 West Saginaw Highway, Lansing, Michigan 48917 (the “Township”) (individually, a “Party” and collectively, the “Parties”).

WHEREAS, CASE owns property located at 7527 Delta Commerce Drive, Lansing, Michigan 48917 (Tax Parcel No. 040-045-700-065-00) (the “Property”); and

WHEREAS, the Township desires to lease the Property from CASE for purposes of operating a sheriff’s substation; and

WHEREAS, CASE is willing to lease the Property under the following terms and conditions.

NOW, THEREFORE, the Parties agree as follows:

1. **Property Leased.** CASE leases the Property to the Township, and the Township leases same from CASE upon the terms and conditions set forth in this Agreement. The Property, which includes the building and adjacent parking lot, consists of approximately 6,526 square feet. The Township’s use is exclusive and includes the entire building on the Property.

2. **Use of the Property.** The Property may be used and operated during the term of this Agreement only for purposes of operating a sheriff’s substation, in compliance with all applicable federal, state, and local laws, rules, and regulations and for no other purpose without CASE’s prior written consent. In addition, the Township may place a storage pod in the Property’s parking lot. The Township will not, however, undertake, permit, allow, or cause any act or deed to be performed or any practice to be adopted or followed in or about the Property which causes or is likely to cause injury or damage to any person or to the Property or improvements, or in any way unreasonably impairs the value of same.

3. **Term.** The term of this Agreement will commence on September 1, 2023 and continue for sixteen (16) months until December 31, 2024 (the “Initial Term”). After the Initial Term, this Agreement will automatically renew for successive one-month term periods, unless either Party provides sixty (60) days’ written notice to the other Party.

4. **Rent.** In consideration for use of the Property, the Township will pay to CASE Credit the annual rental amount of One Hundred Four Thousand Four Hundred Sixteen Dollars and 00/100 (\$104,416.00) (the “Rent”). Rent will be paid in equal monthly installments of Eight Thousand Seven Hundred One Dollars and 33/100 (\$8,701.33). Rent will be paid on or before the

first day of each month, or if the first falls on a weekend, then on the immediately following business day.

5. **Utilities.** CASE will be responsible for all lawn care at the Property. The Township shall contract in its own name and pay for all utilities servicing the Property, including electricity, heating, cooling and water and sewer consumed or supplied on the Property. The Township is also responsible for janitorial, phone, internet, and all other utility services it may require, including snow removal.

6. **Condition of Property.** The Township accepts the Property in its present condition on the Effective Date. CASE has made no representations as to the condition of the Property, or its appropriateness for the Township's intended use, and the Township takes the Property "as is, where is, and with all faults."

7. **Maintenance.** CASE, at its sole expense, will maintain the building's structural and mechanical components, such as roofing, HVAC system, plumbing/piping system, and parking lot all in reasonable working condition, normal wear and tear excepted. The Township will be responsible for all other minor maintenance, including without limitation, routine cleaning, painting, janitorial services, light bulb replacements, and non-structural repairs.

8. **Improvements.** The Township may make alterations, installations, additions, renovations, and other improvements for office space and as part of its intended use of the Property for a sheriff's substation, subject to CASE's prior review and approval, which shall not be unreasonably withheld. The Township will not cause or permit any lien to be placed on the Property. Further, the Parties agree that any such improvements that are affixed or attached to the Property, will become CASE's property upon termination of this Agreement, and the Township will have no obligation to undo, remove, or reverse any improvements made in accordance with this paragraph. Any personal property owned by the Township will remain the property of the Township upon termination of this Agreement. The Township must remove its personal property within ten (10) days of termination of this Agreement, after which CASE will have the right to remove such personal property at the Township's cost and/or to sell such personal property and retain the proceeds of same.

9. **Signage.** The Township may erect or install signage on the Property subject to CASE's prior approval. All signs must be kept in good repair.

10. **Assumption of Risk.** The Township is responsible for any damage or injury occurring at the Property during the Term of this Agreement, whether caused by the Township or its officers, employees, agents, visitors, volunteers, invitees, or any others, unless and to the extent such injury is solely caused by the gross negligence of CASE.

11. **Township Insurance.** During the Term of this Agreement, the Township will obtain and maintain public liability insurance of not less than One Million Dollars \$1,000,000. CASE will be named as an additional insured on all applicable policies. The Township may not reduce or eliminate coverage without first providing CASE at least sixty (60) days' prior written notice. The Township will provide CASE a certificate of insurance upon request.

12. **CASE Insurance.** CASE will maintain property insurance on the Property in an amount equal to the cost to rebuild or replace the building thereon. In addition, CASE may, at its election, obtain insurance coverages for such other risks as CASE may deem appropriate. CASE will not be required to carry insurance of any kind on any Township improvements. All proceeds of insurance maintained by CASE upon the Property will belong to CASE, irrespective of whether CASE elects to make repairs.

13. **Damage and Destruction.** If the Property or any part thereof or any appurtenance thereto is damaged by fire, casualty, or structural defects that the same cannot be used for the Township's purposes, then the Township shall have the right within thirty (30) days following damage to elect by notice to CASE to terminate this Agreement as of the date of such damage or to rebuild the Property. As provided in Paragraph 7, above, CASE will make, at its expense, repairs to the Property.

14. **Property Taxes.** CASE, as the Property's owner, will pay ad valorem property taxes and assessments, if any, on the Property without charge to the Township.

15. **Default.** If a Party breaches this Agreement and fails to cure that breach within thirty (30) days of receiving written notice of said breach from the non-breaching Party, the breaching Party shall be in default, and the non-breaching Party may pursue all legal and equitable remedies against the breaching Party. In the event of a default, the non-prevailing Party shall pay the prevailing Party's costs, including without limitation the prevailing Party's reasonable attorneys' fees, incurred as a result of the default.

16. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties. Notwithstanding the foregoing, neither Party will assign any portion of this Agreement without the written consent of the other Party. Consent as to any assignment under this Agreement shall be limited to that stated in such written consent and shall not constitute a release, waiver, or consent to any other assignment. If the Property is sold, CASE will assign this Agreement to the subsequent owner.

17. **Notices.** Notices or consents required for termination or assignment of this Agreement will be deemed duly delivered if delivered by person or if mailed by certified mail, return receipt requested, postage prepaid to the respective party at the address first listed above, or at such other address as specified in writing.

18. **Non-Discrimination.** The Parties covenant not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement. This provision is required by Michigan law, MCL 37.2209.

19. **Brokerage Fee.** Each Party will be individually responsible for brokerage fees, if any, as specified in any agreement between the broker and that Party. Brokerage fees will not be

shared or split by the Parties under any circumstance. To the extent permitted by law, the Parties agree to indemnify the other from any third-party claims related to any such unpaid brokerage fee from this transaction.

20. **Quiet Enjoyment.** CASE covenants that upon the Township’s Rent payment and observation and performance of all the terms and conditions on the Township’s part, the Township shall peaceably and quietly enjoy the Property during the Term. Despite the foregoing, CASE will be permitted to access the Property in an emergency, or as is necessary to maintain and repair the Property so long as such maintenance does not unreasonably interfere with the Township’s rights described herein. In addition, CASE may show the Property to prospective purchasers after providing three (3) business days’ written notice to the Township.

21. **Surrender of Property.** Upon termination or expiration of this Agreement, the Township will surrender possession of the Property in as good of condition as at commencement of this Agreement, reasonable wear and tear excepted.

22. **Compliance with Law.** The Township will comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to its use of the Property. CASE will comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Property.

23. **Entire Agreement.** This Agreement sets forth all covenants, promises, agreements, conditions, and understandings between the Parties concerning the Property, and there are no related covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties other than those set forth herein.

24. **Counterparts.** The Parties may execute this Agreement in counterparts, each of which is an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be signed by their duly authorized respective officers below.

**CASE CREDIT UNION,
a Michigan chartered credit union**

By:  _____
Jeffrey S. Benson
Its: President/CEO

Dated: 8/4/2023 _____, 2023

**CHARTER TOWNSHIP OF DELTA,
a Michigan charter township**

By: _____
Brian Reed
Its: Township Manager

Dated: _____, 2023



Manager's Office

(517) 323-8590

TO: The Delta Township Board
FROM: Supervisor Kenneth R. Fletcher Township Supervisor
DATE: August 8, 2023
SUBJECT: Board and Commission Appointments

I respectfully submit for your consideration the following individual to be reappointed to the respective Delta Township Boards/Commissions:

Non-Discrimination Complaint Review Committee

- **Ananda Worden** is appointed to a partial three-year term expiring January 31, 2026.

Zoning Board of Appeals

- **Ananda Worden** is appointed to a partial three-year term as an alternate member expiring March 31, 2026.

Therefore, I offer the following motion for your consideration:

“I move that Ananda Worden be appointed to the Non-Discrimination Complaint Review Committee and as an alternate member of the Zoning Board of Appeals; and further that the Clerk is hereby directed to send notification of the Board’s selection to Ms. Worden informing her of her appointment.”



7710 West Saginaw Highway, Lansing, MI 48917

APPLICATION FOR DELTA TOWNSHIP BOARDS & COMMISSIONS

I am a resident of Delta Township and interested in serving on one or more of the following Boards and Commissions checked below:

- Planning Commission
Zoning/Sign Board of Appeals
Parks, Recreation & Cemeteries Commission
District Library Board
Economic Development Corporation
Property Maintenance Board of Appeals
Lansing Board of Water & Light Commission*
Mechanical & Building Board of Appeals*
Plumbing Board of Appeals*
Electrical Board of Appeals*
Fire Board of Appeals*
Board of Review*
Non-Discrimination Complaint Review Committee*

(*Special qualifications may restrict eligibility for appointment)

Please attach resume if available

Name: Worden Ananda L
(Last) (First) (M.I.)

Address: 1934 Hampstead Grove Lansing MI 48917
(No. & Street) (City) (State) (Zip)

Length of Twp. Residency: 10 years Phone: (days) 517-420-7769 (evenings) 517-420-7769

E-mail: wordena7@gmail.com Occupation: Clerk Coordinator - Ingham County Clerk Barb Byrum

Reason for Interest: As long as I can remember I have been interested in being a public servant. I want to be a part of something that makes a substantial difference in the community I live in, and for the people.

Related Employment Experience: From 2011 - 2014 I worked for the Eaton County Department of Health and Human Services as a caseworker where understanding and applying policy was a vital part of my job. Additionally, my six years of experience with GreenStone Farm Credit Services required me to adhere to State regulations as well as GreenStone's internal policy and procedures. My current position with the County Clerk's office has given me insight into the important functions of the Board of Commissioners and their role in serving the community.

Education, Training, Certifications & Special Skills: B.S. in Criminal Justice from Ferris State University. I am currently attending LCC, enrolled in the post-bachelors Paralegal Certification program.

Past Experience, Service or Other Information (e.g, Boards, Commissions, Churches, Civic/Community Groups, etc.):

Volunteered with Ele's Place and the American Red Cross

Signature of Applicant:

Shondal Widen

Date:

6/30/23

Please use the back of this form to provide additional information if necessary. The appointment of candidates is generally based on the following criteria: desire to serve, experience, expertise, availability of time to serve, and maintenance of equitable geographic representation. All candidates will be interviewed. This application will be retained in Township files for two years. Please return this form to the Delta Township's Clerk's Office, 7710 West Saginaw Highway, Lansing, MI 48917. Questions may be directed to the Clerk's Office via phone: at (517) 323-8500, fax at (517) 323-8599, or e-mail at mclark@deltami.gov. A description of the functions of each Board and Commission can be obtained by visiting the Township's website at www.deltami.gov, or by contacting the Clerk's Office.

For Office Use Only

Date Rec'd: 7.3.23

Date of Interview: _____

Date Appointed: _____

Date Reappointed: _____