

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday October 13, 2008 7:00 P.M.  
City Hall 8083 Civic Drive, Swartz Creek Michigan 48473**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
  - 4A. Regular Council Meeting of September 22, 2008 MOTION Pg. 8,29-42
5. **APPROVE AGENDA**
  - 5A. Proposed / Amended Agenda MOTION Pg. 8
6. **REPORTS & COMMUNICATIONS:**
  - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg.8,2-7
  - 6B. Monthly [Police](#), [Check Ledger](#), [DPW](#) Reports Pg.43-73
  - 6C. Non-Motorized Trail, Phase I, Elms (Agenda Item) Pg. 74-77
  - 6D. Sewer Re-Hab Program, Phase II, Approve-Appropriate (Agenda Item) Pg. 78-242
  - 6E. 2009 Fire Budget (Agenda Item) Pg. 243-254
  - 6F. Street Use Permit, Fire Christmas Parade (Agenda Item) Pg. 255-259
  - 6G. Police K-9 Donations, Accept (Agenda Item) Pg. 260-264
  - 6H. Boards & Commissions (Agenda Item) Pg. 265-268
  - 6I. Sale of City Property, 5129 Morrish (Agenda Item) Pg. 269-286
  - 6J. Park Fee Revenues & Expenses (Agenda Item) Pg. 287-292
  - 6K. REI Punch List, Elms Project Pg. 293-295
  - 6L. WWS Letters, Water Rate Increase, Surface Water Contract, I& Penalty Notice Pg. 296-315
  - 6M. Legislative Notices, MML Election Ballot Pg. 316-333
  - 6N. Election Deadlines, State Ballot Proposals Pg. 334-336
  - 6O. Complaint Letter, Tree Roots Pg. 337-341
  - 6P. SC Women's Club Contest, Old Newsboys Open House Pg. 342-343
7. **MEETING OPENED TO THE PUBLIC:**
  - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
  - 8A. Sr. Center Addition, Jim Florence DISC. Pg. 4
  - 8B. Phase I Trail System Rest Area, REI Design Appropriation RESO. Pg. 9,74-77
  - 8C. Sewer Rehabilitation Project, Phase II RESO. Pg. 9,78-242
  - 8D. 2009 Fire Budget RESO. Pg. 10,243-254
  - 8E. Street Usage Permit, Fire Dept. Christmas Parade RESO. Pg. 11,255-259
  - 8F. Police K-9 Donations, Accept RESO. Pg. 12,260-264
  - 8G. Assessor's Contract Renewal RESO. Pg. 12,12-26
  - 8H. Boards & Commissions, ZBA Alternate Appointment, Stiff RESO. Pg. 26,265-268
  - 8I. Boards & Commissions, ABA Alternate Appointment, Gilbert RESO. Pg. 27,265-268
  - 8J. Sale of City Property, 5129 Morrish, I.D. #58-01-100-020 RESO. Pg. 27,269-286
  - 8K. Parks Fees DISC. Pg. 287-292
9. **MEETING OPENED TO THE PUBLIC:**
  - 9A. General Public Comments
10. **REMARKS BY COUNCILMEMBER'S:**
11. **EXECUTIVE SESSION:**
  - 11A. Executive Session, Labor Contracts & Agreements RESO. Pg. 28
12. **ADJOURNMENT:** MOTION N/A

**City of Swartz Creek  
CITY MANAGER'S REPORT**

**Regular Council Meeting of Monday October 13, 2008 7:00 P.M.**

**TO:** Honorable Mayor, Mayor Pro-Tem & Council Members  
**FROM:** PAUL BUECHE // City Manager  
**DATE:** 10-October-2008

---

## **OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS**

- ✓ **PERSONNEL POLICIES & PROCEDURES** (*Status*)  
The staff continues to meet with Mr. Nottley and will be back with a final draft shortly.
- ✓ **DISASTER, EMERGENCY RESPONSE POLICY COMMITTEE** (*Status*)  
We should be back before the Council for discussion on this in the near future.
- ✓ **VETERANS MEMORIAL** (*Status*)  
Nothing New.
- ✓ **NON-RESIDENT SERVICES STUDY, RAUBINGER BRIDGE** (*Status*)  
The Road Commission tells me the Raubinger Bridge Project has a tentative start date of July 2009. The three lane conversion of Miller between the two Seymour's is still scheduled for this fall (seems we are running out of time though).
- ✓ **OVERHEAD UTILITY REORGANIZATION PROJECT** (*Status*)  
The next step is to get a contractor's quote for the second round of the technical review of the poles. REI is getting a quote together from their survey division and should be back with it shortly. My thinking is to narrow down the inventory to the downtown, Miller & Elms and Bristol Road. This will hold the cost down and we can always go back and pick up additional sections of the City.
- ✓ **MAJOR STREET FUND, TRAFFIC IMPROVEMENTS** (*See Individual Category*)
  - BRISTOL ROAD T.I.P. PROJECT, VERIZON INVOICE** (*Status*)  
As of yet, no check from Verizon.
  - THREE LANE CONVERSION, STRIPING** (*Status*)  
Under study. We will be back with some recommendations later in the fall or winter.
  - SEYMOUR RE-SURFACING PROJECT** (*Status*)  
Completed.
  - ELMS ROAD RE-SURFACING PROJECT** (*Status*)  
Our match for this project is **\$294,477**. We do have some change orders on the project, mostly being grade work and driveway approaches. The County has budgeted \$21,000 for their half of the 1,300' border section and have given us a verbal approval for participation.
  - MORRISH ROAD RE-CONSTRUCTION PROJECT / MEIJER'S** (*Status*)  
Morrish Road improvements are currently under design by REI. We have run into what will become a large issue... the relocation of the existing utility lines along Morrish Road. I would prefer they all are buried. Consumer's is looking into this, Verizon, who again has the worst in appearance, will not attend the meetings. I have

a meeting scheduled with Mr. Figura to explore our options. I will keep the Council posted.

**GM-SPO ISLAND CUTS** (*Status*)

This project remains in the 2009 TIP. We are still evaluation the cost vs. benefit ratio.

**MILLER ROAD REPAIRS** (*Status*)

We are exploring options for preventative maintenance as opposed to waiting until a reconstruction is warranted.

✓ **LOCAL STREET FUND, TRAFFIC IMPROVEMENTS**

**2008 REPAIR ROSTER** (*Status*)

Bid results for Chesterfield from Seymour to Winston, Jennie Lane, Worchester from Winston to Daval and Daval from Oakview to Winshall are \$398,154. We have placed all local street re-surfacing on hold for a bit while we explore funding options.

✓ **TRANSPORTATION ASSET MANAGEMENT EVALUATION** (*Status*)

Pending report.

✓ **SEWER REHABILITATION PROJECT, I&I, PENALTIES** (*Resolution*)

We are ready to begin Phase II of the Sewer Re-Hab Program. We added a section along Durwood Drive to this phase as we have had two backups related to tree roots in the main. I have provided the RFP of Liqui-Force from the March 8<sup>th</sup> Meeting as well as an updated map of the completed Phase One, the proposed Phase Two, and conceptual future phases. The engineer's estimated cost for Phase Two is \$220,000. This may change a bit, upwards or downward, once we get into the work. I have a resolution for appropriation included with tonight's agenda.

✓ **FIRE DEPARTMENT EVALUATION, CONTRACT RENEWAL, BUDGET** (*Resolution*)

A draft of the 2009 Budget is included with tonight's packet, as recommended by the Fire Board. This is the second draft sent along by the Fire Chief, the first being trimmed back after return from the Fire Board. The basic difference between the first and second was the removal of the match portion of the SCBA, assuming we would receive the grant that was applied for. There is no contingency plan if the grant is not awarded. I have had some conversation with Mayor Pro-Tem Christie, the City's Fire Board Representative, on the budget. At this point, the best approach to this is to refer it back with direction to bring it in equal to last year's budget (freeze). The logic here is that there are a number of unknown factors, being election year and subsequent direction and desire of the new Township Board, the unsettled fire contract, implementation of the evaluation seems to have fallen off, no capital asset replacement plan has been developed, SCBA grant award is unknown, and the list continues. Additionally, there seems to be some difference of opinion of the staffing levels. The Fire Chief recommends, and has already begun hiring, a number of additional firefighters. Although the proposed budget text is unclear, discussion at the Fire Board Meeting indicates that the proposed budget calls for these positions as well as additional command officers for supervision, contrary to the findings of the evaluation that indicated that staffing levels were adequate. There seems to be a lack of a documented staffing level within the Fire Agreement or Budget. In addition to the budget freeze, I recommend we freeze all further staffing level increases for the reasons indicated within and until we have a chance to resolve these matters definitively with the new board. We can always look to amend the budget at half year when some of these issues have been settled. I have discussed this with Mr. Shumaker and he is in support of this

approach. I have a resolution to this effect and will forward our results along to the Township.

- ✓ **WWS INTERGOVERNMENTAL JURISDICTION ORDINANCE** (*Status*)  
The County has turned up the pressure to adopt both the ordinance and the agreement that transfer enforcement (and probably anything else they deem fit) over to them. We are working with Mr. Figura evaluating our options.
- ✓ **NON-MOTORIZED TRAIL SYSTEM, PHASE I** (*Resolution*)  
Construction of the walkway portion of Phase One will be completed shortly. We have the second part of Phase I, using CDBG Funds, yet to be completed. As you recall, we approved the use of these funds (\$32,021) on a mini rest area “bump-out” south of I-69 near McDonalds and decorative lighting running from the corner of Miller and Elms, east side of the Roadway, up to the Main entrance to Elms Park. We have met with REI and as a cost cutting measure, have looked to use Consumer’s Energy to do the design for the lighting, instead of REI. The lighting here will be the major portion of the expenses and Consumer’s will perform the design without charge. We still need REI to assist with the construction drawings, bid documents and bid process. The original quote from REI for design on the entire project was just shy of \$5,000. With Consumer’s Energy doing the lighting design, assisted by our staff, the cost for construction drawings and bid process is \$2,840. These costs are participating within the CDBG rules. If the bids for the stamped concrete, benches and trash receptacles are reasonable, we should have enough funds with the CDBG allotment to run the decorative lighting all the way to the park’s main entrance. If not, we may have to stop short of the entrance. I have a resolution for approval included with tonight’s agenda.
- ✓ **SR. CENTER, LEVY, BUILDING & FUTURE FUNDING PLAN** (*Discussion*)  
Mr. Florence will be addressing the Council tonight on behalf of the Sr. Center, with conceptual plans for an addition to the Center. We are still exploring funding options and will be back in the near future with some ideas.
- ✓ **SPRINGBROOK, HERITAGE STREET-LIGHTING** (*Status*)  
I am working on a recommendation and a policy in handling our condominium associations in an effort to treat them all the same. I will be back at a near future meeting for discussion and the adoption of a policy.
- ✓ **LABOR CONTRACTS & RETIREE HEALTHCARE** (*Resolution*)  
Mr. Kehoe still needs a basic employment agreement and the Supervisor’s contract has a wage re-opener. I will look to meet with them very shortly.

On my contract, it probably needs visiting for update purposes. I would like to take a pass on any rate increases for another year or two and until we are on better financial ground. I am not sure how the Council desires to handle an evaluation. As you recall, a couple of years ago I created a list of accomplishments and shortfalls as I saw them. I could bring the list up to date and then bring it back to the Council for discussion and review. Unless the Council has strong input one way or the other, I will do this and set it for a discussion item, hopefully soon. We can then go from here.

We have POLC and AFSCME labor contracts that will be coming up very soon. I have a short executive session included with tonight’s agenda to discuss a labor agreement addendum.



- ✓ **MARATHON STATION BLIGHT & NON-CONFORMING USE** (*Status*)  
 The pylon sign and the canopy have been removed by the owner. The building remains. We are awaiting the executed order, a proposed copy of which is attached. As you recall from previous discussions, we have a third party of interest here, being the bank. Earlier information we had received was that the bank was going to move for default foreclosure in August. The property owner was pushing for a quick sale to recover some of their losses. It does not appear that this may happen, foreclosure being likely. I am unsure what the bank's position will be if, and when we move to raze the building. We are working with them to get this question answered. I do believe that they may be easier to work with than the current owner may. I will keep the Council posted.
- ✓ **GENERAL LEDGER & ACCOUNTING SOFTWARE** (*Status*)  
 Software installation is complete and all is working very well.
- ✓ **COUNTY E.M.S. ORDINANCE, AMBULANCE SERVICE** (*Status*)  
 Pending.
- ✓ **FEES, RATES & SERVICE CHARGES** (*Discussion*)  
 Included with tonight's packet is a notice from WWS of water rate increases. We can float for a bit using Fund Balance, but we will have to do something by next summer. As we have discussed in the past, the entire water rate system is in need of restructuring. In short, it needs to go to a ready to serve charge with a per use charge. We have had several discussions and presented some templates to the Council over the last year or so. Now that we have official notice, we will be back with some recommendations for new ordinances sometime towards the end of the year. On another note, the Park Board has discussed fee changes for the use of the park system. Elms Park has become quite popular for both residents and non-residents. As you are aware, we waive fees for non-profit organizations, most of which do not have a base in the City, but do have some ties. Total fees we have collected for the parks over the last few years are as follows:

|               | <u>ELMS PARK</u> | <u>WINSHALL PARK</u> |
|---------------|------------------|----------------------|
| 2004-2005 FY: | \$6,290          | \$855                |
| 2005-2006 FY: | \$6,245          | \$700                |
| 2006-2007 FY: | \$6,125          | \$865                |

I have set this for a short discussion (promise... I will keep it short!) in order to gather input into what desire the Council may have to visit a change. Councilmember Rea Lyn sits on the Park Board and may have some additional insight into their desires. I have also included the corresponding budget pages for Council reference.

- ✓ **SALE OF CITY PROPERTY 5129 MORRISH ROAD** (*Resolution*)  
 RFP's are back with only one return. Mr. Nemer expressed an 11<sup>th</sup> hour interest and requested an extension. We advised him that we would be unable to do this and any appeal would have to be taken up at the Council level. Mr. Green, of Diane Green Studio's is the only submittal. He purports to construct a detached photography studio for his adjacent photography studio office. The use will require a re-zoning and appears to be consistent with the intent of the sale. In conjunction with the RFP return, Adam has a report that better details recommendations and the process we should follow to insure compliancy with what we are trying to accomplish.

- ✓ **GENESEE COUNTY LIBRARY CONTRACT, PERKINS CENTER** (*Status*)  
The Library contract expired in January. I am looking to meet with the Genesee County District Library to discuss extension. I will be back with the results in the near future.
- ✓ **GAIN** (*Status*)  
In speaking with the Mayor and Police Chief, I would like to put off action on this for one more meeting. There is a GAIN meeting later this week that Rick would like to take the opportunity to explore a couple of issues before he renders a recommendation to the Council. He will be back with comments at the next meeting.
- ✓ **PROPOSED ART FAIR, ELMS PARK** (*Status*)  
Pending.
- ✓ **FINANCIALS, 2007-2008 AUDIT** (*Status*)  
The audit fieldwork has been completed. We are waiting for a review draft.

## **NEW BUSINESS / PROJECTED ISSUES & PROJECTS**

- ✓ **STREET USAGE PERMIT, FIRE DEPARTMENT CHRISTMAS PARADE** (*Resolution*)  
Included with tonight's agenda is a street use request by the Fire Department, for their annual Christmas Parade. The event as is in years past, to be held on Saturday December 6<sup>th</sup> at 6:00 PM.
- ✓ **POLICE K-9 DONATIONS, ACCEPT** (*Resolution*)  
Included with tonight's packet is a short resolution for the acceptance of two donations to the Police K-9 Program. The Linden Chapter of the Order of the Eastern Star and the Swartz Creek Hometown Days each gave a donation of \$100.
- ✓ **ASSESSOR CONTRACT RENEWAL** (*Resolution*)  
It's renewal time for our contract assessor, Heather MacDermaid. As you may recall, we do a yearlong contract running from November 1, through October 31<sup>st</sup>. The rate of compensation effective through the end of this month is \$26,265 per year, paid monthly at \$2,188.75. In discussion with Heather, she asks that we raise her consummate with the approximates we pay our employees. The typical raise set forth within our contracts has been 2%. Rounded off upwards, this calculates to \$26,800 per year and \$2,233.33 per month. I have a resolution with a contract included with tonight's agenda.
- ✓ **BOARD & COMMISSIONS, ZBA APPOINTMENTS** (*Resolution*)  
We have two alternate positions on the Zoning Board of Appeals that need replacement. One is Ken Keyes who has taken employment outside the state, and the other is Jim Florence, who now serves on the Planning Commission, which generates a conflict. I had anticipated that we could wait on the positions until after the elections, but we have a couple of cases coming up for review. I met with the Mayor and in discussion, we have two recommendations, Bradley Stiff, 9040 Chesterfield Drive, 252-3174 and John Gilbert, 7459 Miller Road, 635-9762. Brad is a resident that has expressed interest in serving. He currently sits on the Parks & Rec Advisory Board. John was a Council Candidate eliminated in the August Primary. He desires to remain active in local government. He is a life-long resident of the City. I have resolutions for appointment as alternates to the ZBA.

✓ **WWS, STORM WATER MANAGEMENT AGREEMENT** (*Status*)

I have the next 5 year proposed agreement from the County and have included it with tonight's packet. We are still evaluating it. It seems somewhat vague, as did the last one. I should be back in the next meeting or two with some recommendations.

**Council Questions, Inquiries, Requests and Comments**

- ❑ *Cooperative Fuel Purchasing.* We are looking at options.
- ❑ *C.S.O. Plaques, Lobby.* I am looking at options.
- ❑ *Mast Arm Traffic Lights, Street Sign Anchors (Silver vs. Black).* I have passed this along to our engineer who is checking into the replacement.

**City of Swartz Creek**  
**RESOLUTIONS**  
**Regular Council Meeting, Monday October 13, 2008 7:00 P.M.**

**Resolution No. 081013-4A          MINUTES, SEPTEMBER 22, 2008**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held September 22, 2008, to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 081013-5A          AGENDA APPROVAL**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of October 13, 2008 to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 081013-6A          CITY MANAGER'S REPORT**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council approve the City Manager's Report of October 13, 2008, to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 081013-8B**

**PHASE I TRAIL SYSTEM, BUMP-OUT REST AREA,  
DESIGN & CONSTRUCTION APPROPRIATION**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, On October 30, 2006, the City adopted a projects list for use of Community Development Block Grant Funds, after hearing comments and needs at a public hearing; and

**WHEREAS**, The City’s three year allocation of Community Development Block Grant Funds is \$37,672, of which the City has designated 15% to the Swartz Creek Area Senior Center, leaving \$32,021: and

**WHEREAS**, On July 14, 2008, the City amended its plan to include the use of Community Development Block Grant Funds on Phase One of the City’s Non-Motorized Trailway System, in conjunction with Major Street Funds Required to be allocated to non-motorized projects; and

**WHEREAS**, The walkway portion of Phase One of the City’s Non-Motorized Trail System is currently under construction, at a total appropriated cost of \$32,712; and

**WHEREAS**, the remaining work to be completed on Phase One of the City’s Non-Motorized Trailway System, consisting of design work, the rest area bump out, stamped concrete, benches, trash receptacles and decorative lighting, is estimated to cost about \$32,000.

**NOW, THEREFORE, I Move** the City of Swartz Creek appropriate an amount not to exceed \$2,840 to the City’s Engineer, Rowe Incorporated, for the preparation of design and construction documents, and to bid work associated with this project in accordance with the specifications as attached.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 081013-8C**

**APPROPRIATION, SANITARY SEWER REHABILITATION  
PROJECT, PHASE II**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, the City is charged with preserving the health, safety, and welfare of its residents and consummate to this, provides public utilities inclusive of a sanitary sewer system; and

**WHEREAS**, the city’s sanitary sewer system is 50+ years of age and although still quite functional, is in need of maintenance and repair in order to extend and renew its longevity; and

**WHEREAS**, the staff, in consultation with its engineer's, have developed a plan to reline the existing sewer extending the life indefinitely, and further, have assigned a priority based on age and maintenance records, being the sections within the Winchester Village Subdivision, a section of which has already been completed; and

**WHEREAS**, the City's Engineer and Staff developed specifications and let the project for bid, based on unit costs, the low bidder being Liqui-Force, of Romulus Michigan, bid being awarded by the City Council on March 8, 2008; and

**WHEREAS**, the Staff and City Engineer has identified a section of sanitary sewer within the Winchester Village Subdivision, being Manhole #166-164 Oxford/Oakview, Manhole #172-163 Daval/Helmsley, Manhole #13-17 Greenleaf/Durwood, Manhole # 41-36 Durwood and assigned them to Phase Two of the City's Sanitary Sewer Rehabilitation Program, to be relined, estimated cost of \$220,000.

**NOW, THEREFORE, I Move** the City of Swartz Creek approve Phase II of the City's Sanitary Sewer Rehabilitation Program and appropriate an amount not to exceed \$220,000 from the Sewer Fund 590, to Liqui-Force, for the rehabilitation of Manhole #166-164 Oxford/Oakview, Manhole #172-163 Daval/Helmsley, Manhole #13-17 Greenleaf/Durwood, Manhole # 41-36 Durwood in accordance with the bid specification and award adopted by the City on March 8, 2008, and further, direct the Staff and City Engineer to prepare all necessary paperwork as specified in the bid documents.

**BE IT FURTHER RESOLVED**, that the City Council directs the Mayor and City Clerk to execute all necessary documents and contracts in accordance with the specifications as adopted by the City at the March 8 2008 Regular Council Meeting.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 081013-8D                      2009 FIRE BUDGET, APPROPRIATION**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, the City of Swartz Creek and the Township of Clayton provide fire services to its citizens through an agreement wherein the operating costs are equally shared and labor costs are proportionately assigned; and

**WHEREAS**, in an effort to improve efficiency and provide cost effective services to both entities, an evaluation was conducted that addresses capital investments and replacements, wages, equipment, staffing, response, supervision and a number of other related topics; and



**WHEREAS**, the Township of Clayton and the City of Swartz Creek have adopted the findings of Mr. Mark Nottley, of Rehmann Robson CPA, and have charged the Swartz Creek Area Fire Board with the implementation of the findings; and

**WHEREAS**, in addition to the evaluation, the Fire Agreement between the City and the Township needs to be negotiated and the concerns detailed within the evaluation need to be addressed; and

**WHEREAS**, the November General Election may produce changes within the governmental entities that make it feasible to wait until both entities have elected boards seated before proceeding.

**NOW, THEREFORE, I Move** that the City of Swartz Creek return the proposed 2009 Fire Department Budget back to the Swartz Creek Area Fire Board for additional review with the following stipulations:

1. That the 2009 Budget does not exceed the 2008 total budgeted amount of \$298,000.
2. That staffing levels on October 10, 2008 for all payroll personnel be declared and documented within the minutes of the Fire Board, and further, that a freeze be placed on all further hiring beyond the level as of October 10, 2008.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 081013-8E**

**STREET USAGE PERMIT, FIRE DEPARTMENT ANNUAL CHRISTMAS PARADE**

Motion by Councilmember: \_\_\_\_\_

**I Move** the City of Swartz Creek accept the Chief of Police's recommendation and approve the Swartz Creek Area Fire Department's Street Usage Application to hold an annual Christmas Parade on Saturday, December 6, 2008 from 6:00 PM to 7:00 PM, route, stipulations and conditions as set forth in the application packet, a copy of which is attached hereto, under the direction and control of the office of the Chief of Police.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 081013-8F**

**POLICE K-9 DONATIONS, ACCEPT**

Motion by Councilmember: \_\_\_\_\_

**I Move** the City of Swartz Creek accept the donations of the Linden Chapter of the Order of the Eastern Star and the Swartz Creek Hometown Donations, funds to be used towards the Police Department’s K-9 Program, in accordance with the wishes of the organizations.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 081013-8G**

**ASSESSOR’S CONTRACT RENEWAL**

Motion by Councilmember: \_\_\_\_\_

**I Move** the City of Swartz Creek approve an agreement with Landmark Appraisals, of Flint, Michigan, agreement as follows:

**AGREEMENT FOR  
PROFESSIONAL ASSESSOR SERVICES**

This Agreement (“Agreement”), made and entered into this 13<sup>th</sup> day of October, 2008 by and between the **City of Swartz Creek**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek Michigan 48473 (“City”) and, **Landmark Appraisal Company**, G-3247 Beecher Road, Suite 800, Flint Michigan 48532 (“Landmark”).

**WHEREAS**, the City desires to retain Landmark, as an independent contractor, to perform the duties as its certified assessor; and

**WHEREAS**, Landmark has qualified personnel with the proper State CMAE certification to act in that capacity for and on behalf of the City; and

**WHEREAS**, the parties wish, by this Agreement, to define their respective rights and responsibilities during the term of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, the parties hereto, acting by and through their duly authorized representatives, **HEREBY AGREE AS FOLLOWS:**

**SECTION I: BASIC SERVICES OF LANDMARK**

Landmark shall perform the following service for and on behalf of the City.

**1.1 General Duties:**

Landmark shall be required to perform all duties of an assessor pursuant to City Charter, Michigan statutory and case law, Michigan State Tax Commission rules, regulations and policies, and all other rules and guidelines established for the proper performance of said position, as same may from time to time be amended, while this Agreement is in effect, and shall conduct and perform same in accordance with all applicable standards of professional conduct required of such Assessors. If material changes in the laws, statutes, rules, guidelines or City Charter during

the term of this Agreement result in a substantial additional work burden on Landmark, Landmark and the City agree to enter into good faith negotiations regarding possible amendments to this Agreement. For purposes of this paragraph, the term "substantial additional work burden" shall be determined to exist by mutual agreement of Landmark and the City. If they cannot agree as to whether a substantial additional work burden has been imposed upon Landmark, Landmark and the City shall select a mutually agreeable mediator/arbitrator who shall facilitate the negotiations to assist the parties in reaching such a determination, and if an impasse is reached in such negotiations, shall make said determination. The determination of the mediator/arbitrator shall be final, however, said mediator/arbitrator shall not have authority to establish the amount of additional compensation, if any.

#### **1.2 Office Hours:**

During the term hereof, Landmark shall maintain office hours at City Hall at the above address, as follows:

- A. Landmark shall devote at least one workday each week to maintaining office hours at the City offices for public appointments. The parties shall specifically agree upon a regular schedule for the maintenance of such office hours. In the event Landmark

is unable to be present for office hours on the appointed days, it shall notify the City of the fact as soon as is reasonably practicable and an alternative day shall be substituted.

- B. If the specified office days of Landmark fall on a day recognized as a holiday for City employees, then it will be recognized as a holiday by Landmark.

#### **1.3 Public Relations/Customer Service:**

Landmark shall work with and advise property owners in the ad valorem taxation system in an attempt to eliminate adversarial situations and establish positive public relations. The parties acknowledge that holding specific office hours for the public is valuable in the process of providing high quality customer service. The City wants to ensure that members of the public and City staff that need information from Landmark, or wish to speak to Landmark, are able to do so on a relatively convenient basis. In that regard, in addition to the hours specified in Paragraph 1.2, Landmark agrees to meet with or contact residents and City staff members beyond normal office hours as appropriate to address their tax assessment-related concerns. Phone calls and answers to emails and faxes will be responded to in a timely manner, with every effort made to respond to same within 24 hours of receipt by Landmark.

#### **1.4 New Construction/Loss Adjustment:**

During the term of this Agreement, Landmark shall physically observe all new construction and real estate improvements through cooperation with the Zoning Administrator and will review all building permits. A copy of all building permits shall be provided for Landmark's use. All permits shall be provided with the correct permanent parcel identification number entered thereon. Likewise, Landmark shall physically observe damaged or destroyed properties with respect to the making of any loss adjustments as shall be necessary in the performance of her duties.

#### **1.5 Economic Condition Factors (ECF):**

During the term hereof, Landmark shall review and prepare new land values and economic condition factors (ECF) by areas and apply these factors to property records so that the current assessment is reflected as 50% of true cash value on the assessment record.

#### **1.6 "Proposal A" Requirements:**

The requirements of Michigan Public Act 415 of 1994 and all related property tax reform legislation amendments and updates shall be followed and monitored as required. This includes by example, but is not limited to, the filing of all associated reports and forms to fulfill the following requirements:

- A. Approve or deny homestead and agricultural exemptions;
- B. Track property transfer affidavits, matching them with deeds within 45 days of being filed;
- C. Apportion the homestead portion of a combination-use building;
- D. Determine the homestead status of parcels resulting when homestead parcels are split or; and
- E. Calculate both assessed and tentative taxable values for all parcels, taking into consideration losses, new construction and replacement in any given year.

### **1.7 Assessment Roll Preparation and Records:**

Landmark shall enter the assessments onto the Ad Valorem and Industrial Facilities Tax (IFT) assessment rolls and prepare the warrant authorizing the collection of taxes by the City Treasurer. Landmark, in cooperation with the City Treasurer, City Clerk and Finance Officer shall also enter any delinquent City utility payments onto the appropriate rolls. Assessor shall prepare, obtain and maintain, as necessary or desirable, such property cards, photographs, measurements, sketches, records and documents to meet all requirements set by the City and/or the State of Michigan regarding such assessment rolls and shall organize same on a basis that will provide easy access and comprehension of the information contained in each respective file and regarding each respective roll. Such information shall be entered into the City's records system in a reasonable timely fashion.

### **1.8 Reports:**

The City may require Landmark to prepare periodic reports and/or address the City Council regarding the overall activities, progress, problems and corrective measures regarding the various aspects of the duties of Landmark, under this Agreement. The City shall have the right at any time to require Landmark to make available to the City, within 48 hours of notice being provided, all records and documents developed and maintained by Landmark under the terms of this Agreement for review and/or audit. All time spent in the preparation and presentation of such reports or in gathering and making information available to City by Landmark shall be deemed a part of the services contracted under the terms and provisions of this Agreement.

### **1.9 Board of Review:**

Landmark shall keep records regarding the March Board of Review session in accordance with City Charter, attached hereto as "Exhibit A".

Landmark shall advise and provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined to allow them to determine how best to decide a taxpayer's appeal; such information shall include the following:

- A. Sales map indicating all neighborhood increases or decreases
- B. Sales "comparable" book to include the following:
  - 1. Current picture
  - 2. Sales price versus assessment at time of sale
  - 3. Building permits issued before or after the sale.

Landmark shall also maintain records for the July and December Boards of Review and shall advise and provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined

**1.10 Sales and Appraisal Studies:**

Landmark shall prepare sales studies using available data, evaluate all equalization and/or appraisal studies, and respond as appropriate.

**1.11 Forms:**

Landmark shall file all forms fully completed with the Genesee County Equalization Department, State Tax Commission and other agencies and entities, as required, in a timely manner.

**1.12 Defense of Appeals:**

This Section shall apply to real and personal, IFT and ad valorem property tax appeals.

The City shall retain ultimate control of all litigation and settlement negotiations. Landmark shall operate under the direction of the City Manager in any litigation regarding a tax appeal, including appeals to the Small Claims Division.

Landmark shall defend all appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include, but not be limited to, filing necessary petitions, preparing and submitting such material, statistics and other information as is necessary to properly defend any such appeal, and appearing at all hearings and meetings as are required for the purpose of defending said appeal. The City hereby authorizes Assessor to settle, where Landmark deems it appropriate or advisable, any appeal where the difference in SEV is \$150,000 or less. All the foregoing regarding appeals to the Small Claims Division is deemed to be included the services compensated pursuant to the terms and provisions of this Agreement. If, in the opinion of the City, additional outside consulting services are needed, the City shall be responsible for the cost of such services.

In all other potential appeals to the Michigan Tax Tribunal or State Tax Commission, Landmark shall provide as part of the services included under the terms and provisions of this Agreement, such time and effort as is necessary to properly provide to the City information, documents, analysis and advice as may be required in the determination of Landmark or the City to forestall the formal filing of an appeal or to settle a disputed case up to the date of the filing of a petition appealing a decision of the City or any of its agencies or boards to the Michigan Tax Tribunal or State Tax Commission. After the filing of said petition, Landmark shall be available to the City for such further assistance as is required by the City in the defense of such appeal. Landmark shall be available as an expert witness on behalf of the City in any proceedings. In the event of the termination of this Agreement and the necessity for the services of Landmark for purposes of consulting, review of information, analysis or expert testimony after the date of termination, Landmark shall be available, notwithstanding the termination of this Agreement, for assistance in the defense of such appeals, provided, same shall not apply to appeals filed in the Small Claims Division of the Michigan Tax Tribunal. Landmark shall keep the City Manager informed of all appeals and provide the City Manager with recommendations, the manner in which the appeals are to be handled, proposed settlements and other similar advice.

The above provisions of this Paragraph 1.12 regarding appeals shall apply equally to any appeal of a personal property tax assessment.

**1.13 Reappraisal Program:**

Landmark shall continue to reappraise parcels in the City each year, as time permits, to ensure proper assessments when parcels are "uncapped." Maintenance renovations to structures are to be tracked so that said costs can be claimed as "new construction" when property is sold rather than treated as an increase in value that is subject to "uncapping" and results in the possibility of a Headlee rollback. The State Tax Commission recommends regular re-inspection of each property, preferably every five years. Landmark shall work to meet guidelines and standards of the Tax Commission.

**1.14 Personal Property Statements, Canvas and Audits:**

Landmark shall prepare and maintain the mailing list for personal property tax statements and maintain records for personal property including data entry and calculation of depreciated values and their extension within each statement. Landmark shall conduct a personal property canvas to ensure equity among business owners within the City. Landmark is required to perform random personal property audits when warranted by questionable data or lack of submitted data.

**1.15 Equalization Increases:**

Landmark shall strive to eliminate across-the-board increases in property values by applying any increases received through the Genesee County Equalization Department to appropriate areas by using the economic condition factors hereinabove described, by adjustment of individual property assessments to 50% of true cash value, or as required by the State Tax Commission, in order to achieve maximum equity by class, and in accordance with the latest laws and regulations then in force.

**1.16 Land Division Applications:**

Landmark shall work with and assist the City Zoning Administrator in reviewing property descriptions, land division and combination applications for compliancy with local ordinance and the Michigan Land Division Act. Such combinations and divisions shall be placed on the assessment rolls in a timely fashion.

**1.17 Assessor Certification:**

Landmark shall be, and maintain a minimum certification as a Level III Assessor in the State of Michigan.

**1.18 Transportation and Equipment:**

Landmark shall provide all necessary transportation and field equipment to perform the services and meet the requirements of this Agreement.

**1.19 Indemnification/Employment:**

The parties hereto acknowledge that all personnel that may or might be utilized by Landmark in the performance of his/her duties hereunder shall, for all purposes, be considered employees of Landmark and not employees of the City. Landmark shall be responsible for Worker's Compensation, Unemployment Compensation, state and federal withholding and payment of personnel. Landmark shall indemnify the City and hold the City harmless from any claim, cause of action or other liability that may or might arise by virtue of any claim of any employee of Landmark relating to his/her employment by, or as Landmark.

**1.20 Preparation of DDA and LDFA Reporting:**

Landmark shall be responsible for the recording of any property value changes, new or loss, on the ad valorem and IFT rolls relating to the designation of properties within the Downtown Development Authority (DDA).

**1.21 Assessor's Recommendations:**

Landmark shall prepare periodic recommendations and conclusions regarding the current state of the City's assessment rolls, by class, together with specific recommendations concerning actions that, in the opinion of Landmark, should be taken in order to achieve maximum equity in the assessment rolls and compliance with all State Tax Commission rules, regulations and guidelines.



### **1.22 Security of Information:**

If any documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications or other products or materials are held in the possession of Landmark outside of the City offices, then Assessor shall be under an affirmative duty to provide adequate security to safeguard said materials from fire, theft and other hazards of a like nature or type, while same are in possession of Landmark. This may include, but not be limited to, providing for a fire proof safe or vault in which to store same, preparing and holding duplicates of same in the possession of Landmark, but separately or providing same to the City for possession.

### **1.23 Optional Services:**

Landmark is not responsible for determination and preparation of special assessment rolls for City projects such as sewer, street, drain, etc. The City may request Landmark to perform such services at a rate of compensation agreed to by separate agreement. Landmark shall, however, report outstanding special assessments, properly completed, on forms required by the State Tax Commission, and same shall be deemed part of the services required by this Agreement.

## **SECTION II: TERM OF AGREEMENT**

### **2.1 Contract Period:**

Landmark shall commence performance of the services herein required on November 1, 2008. Unless sooner terminated, this Agreement shall, by its terms, expire October 31, 2009.

### **2.2 Mutual Right of Termination:**

Either party may terminate this Agreement upon ninety (90) days written notice to the other, United States Certified / Registered Mail, return receipt requested, at the addresses as indicated within. This right of termination is specifically exercisable at the sole discretion of either party, and requires no just cause nor other reason or justification for the exercise thereof. The effective date of such termination shall be ninety (90) days from the date of mailing of such notice.

### **2.3 Termination for Cause or Breach:**

Notwithstanding anything to the contrary on this Agreement, either party may immediately terminate this Agreement in the event of material breach by the other. In such case, either party may seek such remedies as shall be available, at law or equity.

### **2.4 Notice of Termination:**

Upon receipt of notice of termination or upon termination of this Agreement by expiration of its term, Landmark shall immediately deliver to the City the originals and original copies of all data, paper and computer files, drawings, specifications, reports, value estimates, summaries and other information and materials as may have been accumulated by Landmark in performing this Agreement, whether completed or in process and same shall be in unaltered form, readable by the City. In the event of the failure or refusal of Landmark to forthwith deliver the above referenced materials, documents and files, City may seek a Circuit Court order compelling the production of same forthwith, and Landmark herein expressly waives notice of hearing thereon agreeing that a mandatory injunction may immediately issue due to the fact that the failure to receive the stated materials, documents and files will result in irreparable harm to the City without leaving the City an adequate remedy at law, thereby entitling the City to an immediate judgment in its favor in this regard. The City shall be entitled to damages from Landmark for any information, materials or documents that are turned over to the City in unusable or altered form.

### **2.5 Amendment/Renegotiation:**

Nothing herein contained shall be construed to limit or abrogate the rights of the parties to modify or amend this Agreement at any time hereafter, provided however, that no such amendment or modification shall be effective unless in writing and duly executed by both parties hereto, through their authorized representatives.

If the Agreement is not reviewed or extended prior to its expiration date and the City desires to have Landmark continue on a month-to-month basis, the fee will be that which existed for the final month of the original term, being October 31, 2008.

### **SECTION III: PAYMENT**

#### **3.1 Compensation for Basic Services:**

During the term of this Agreement, the City agrees to pay to Landmark, for performance of the Basic Services set forth in Section I of this Agreement, an amount equal to \$26,800 yearly (twenty-six thousand, eight hundred dollars). Landmark shall invoice the City an amount equal to \$2,233.33 on a monthly basis, net due 20 days.

#### **3.2 Pro-ration of Payments on 90-Day Termination:**

In the event this Agreement is terminated pursuant to Paragraph 2.2, the City shall pay Landmark to the date of termination on a prorated daily basis for any part of a month for which services have been rendered by Landmark and for which no compensation has been received.

### **SECTION IV: CITY RESPONSIBILITIES**

#### **4.1 Basic Data:**

The City shall provide access to Assessor to property description files as currently exist as of the date of execution of this Agreement, containing initial information such as property number, legal description, owner and address information, as well as all data that the City may possess concerning such properties (i.e. measurements, sketches, photographs, etc.)

#### **4.2 Office Equipment:**

The City shall provide Landmark with appropriate tax parcel maps, office space and furniture, telephone, voice mail, personal computer, printers, copying machine, fax machine and office supplies (as defined in Paragraph 4.5) as reasonably needed during the duration of this Agreement. Assessor acknowledges that some of the equipment (i.e. fax, printers, copying machine) is shared among all administrative office personnel and Landmark will not have exclusive use of such equipment.

Landmark shall have access to the City's computer network for the use of the following software products: BS&A Equalizer Assessing & Tax Modules, MS Word, Excel Spreadsheets, Arcview, Pictometry or any other similar software that may assist in maintaining quality assessing records. Landmark shall not use any other software within the City's network, download, or upload any software to the City's network, except with the City Manager's prior approval. Landmark shall be liable for any adverse consequence upon the City's computer network or function caused by any software introduced in the network by Landmark without prior consent of the City.

Landmark agrees that City equipment shall be used only for the purposes of fulfilling Assessor's obligations under this Agreement and shall not be used for personal reasons or to conduct other business not authorized under this Agreement.

#### **4.3 Computer:**

The City shall supply computer hardware, software and peripherals to perform the property pricing and valuation. The City will maintain the hardware, software and peripheral equipment through a regular maintenance program. The City will back up the system on a daily basis with

alternate tapes or disks. Any data loss not due to the negligence of Landmark as a result of hardware or software malfunction will be replaced at the City's expense.

**4.4 Map Maintenance/Tax Roll Printing:**

The City shall assume the responsibility for printing, stuffing and mailing of the assessment change notices, assessment rolls, tax bills, maps, etc. during the term of this Agreement. Landmark shall develop and maintain land value maps showing dates of property sales, sale amounts and ratio to the current estimated value of the property.

**4.5 Office Supplies:**

The City shall provide Landmark with office supplies, including computer paper, file folders, hanging folders, new State Tax Commission Assessor's Manual Volumes I and II, assessment notices and forms, postage and such other supplies as shall be necessary for the performance of Assessor's responsibilities hereunder.

**4.6 Existing ECF Areas:**

The City will provide Landmark with all currently existing information as available in the City files concerning previously completed E.C.F. studies and subsequent conclusions reached by the former City Assessors.

**4.7 Preparation of DDA and LDFA Reporting:**

The Finance Director shall be responsible for the compilation and reporting of all necessary data, forms and documents relating to the operation, tax increment capture and financial condition of the D.D.A.

**4.8 Legal Counsel:**

The City shall supply legal counsel, at its expense, for Small Claims and full Tax Tribunal hearings, should the need arise.

**SECTION V: RE-APPRAISAL, NON-BASIC SERVICES**

**5.1 Additional Services (Pricing/Reappraisal):**

In the event that the City desires to implement some or all of the recommendations made by Landmark as herein contemplated, the City may request and Landmark shall provide such services as are desired by the City, provided however, an addendum to this Agreement, reduced to writing and executed by both parties, shall set forth the terms and provision under which the additional services shall be rendered. Such addendum shall specify the nature, extent and timetable for the performance of such additional services and establish the rate of compensation therefor.

**5.2 Implementation/Responsibility:**

The parties acknowledge that it shall be the sole responsibility of the City to determine the nature and extent of implementation of Landmark's recommendations under this Section or any other additional, non-basic services. To that end, the City assumes responsibility for defense of any claim, cause of action or other proceeding that may or might be instituted by the Michigan State Tax Commission, or other entity, arising from any failure, or alleged failure, to implement such recommendations.

**SECTION VI: MISCELLANEOUS PROVISIONS**

**6.1 Relationship Between City and Assessor:**

In the fulfillment of the services provided herein Landmark and his/her employees, agents and officers shall be at all times be deemed in a relationship of independent contractor to the City.

## **6.2 Indemnification/Insurance:**

Landmark shall secure and maintain general liability and property damage, unemployment, errors and omissions, workers' disability compensation, automobile liability and any other insurance required by law for Landmark, or his/her employees, agents or officers as will protect him/her and the City from claims under the Worker's Compensation Acts and from claims for bodily injury, death or property damage that may arise from his/her negligence or that of his/her employees in the performance of services under this Agreement or failure to properly perform his/her duties as Assessor. Landmark shall save the City harmless and indemnify the City from any claims for bodily injury, death or property damage that may arise due to his/her acts or negligence or that of his/her employees in the performance of services under this Agreement or that arise from error or omissions to properly perform duties as Landmark. Landmark shall, however, have no liability arising out of adjustments to assessments or other actions by Landmark, the City's Board of Review and/or the Michigan Tax Tribunal if such adjustments or actions result from honest differences of opinion regarding the value of the subject property and if Landmark established the assessment pursuant to professional assessment standards. Said policies shall be in such minimum amounts as shall from time to time be acceptable to the City or as set by the City.

A Certificate of Insurance incorporating such requirements and naming the City and its officers and employees as an Additional Insured Party and Certificate Holder along with a certificate showing its premium has been paid and a copy of the policy shall be filed each year with the City Clerk. Any such insurance policy shall provide the City will be given at least thirty (30) days advance notice before cancellation of the policy. The coverage's provided by the General Liability and Automobile Liability policies of Landmark shall be primary to any insurance maintained by the City.

## **6.3 Non-Assignability:**

The parties to this Agreement acknowledge that, inasmuch as the Agreement is in the nature of a Personal Services Contract, and as the City's decision to contract with Landmark is based in part on the perceived expertise and ability of Landmark, it is agreed that Landmark's duties and obligations hereunder may not be assigned, transferred nor conveyed without the advance written approval of the City. Nothing in this Agreement shall prevent Landmark from employing such employees or agents, as Landmark shall deem reasonably necessary to assist him/her in the performance of obligations under this Agreement. Also, in the event that vacation, illness, injury or incapacity in any form, whether elective or imposed, should cause Landmark to be unable to personally fulfill the terms and obligations of this Agreement for a period exceeding three (3) calendar weeks (21 days), Landmark shall provide the City, at Landmark's expense, a certified Level III Assessor to perform any and all such functions as required by this Agreement for the complete term of the absence or incapacity. The City reserves the right to approve or reject, without cause and at its sole discretion, any Assessor designee named to "fill-in" for Landmark for a period exceeding two (2) calendar months (60 days), and to consider, as mutually agreed by the parties hereto, that a rejection of said Assessor designee shall constitute a material breach of the Agreement pursuant to the "material breach" provision of Section 2.3 herein.

## **6.4 Professional Standards:**

Landmark shall be responsible, to the highest levels of competency presently maintained by other practicing professional assessors and appraisers, for the professional and technical soundness, accuracy and adequacy of property valuations, drawings, property inspection data and all other work and materials furnished under this Agreement. At the time of commencement of performance, Landmark shall be properly certified, equipped, organized and financed to perform the services required by this Agreement. Subject to compliance with the requirements of this Agreement, Landmark shall work independently.

## **6.5 Ownership of Documents:**

All documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications and other information, products or materials produced or held by Landmark, of whatsoever nature or type, in connection with this Agreement shall be the sole property of the City with the City having sole and exclusive right, title and interest in any and all records, compilation, documents, papers, maps or manuscripts pertaining to or prepared pursuant to this Agreement. All of the foregoing shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if any of the foregoing, prepared by Landmark, are used for purposes other than those intended by this Agreement, the City does so at its sole risk and agrees to hold Assessor harmless for such use. All services performed under this Agreement shall be conducted solely for the benefit of the City and will not be used for any other purpose by Landmark without written consent of the City. Any information relating to the services shall not be released without the written permission of the City. Landmark shall act and preserve the confidentiality of all City documents and data accessed for use in Landmark's work products to the extent allowed or required by law. Any requests for information under the Freedom of Information Act shall be immediately forwarded to the City Manager for a proper determination of the response to be provided.

**6.6 Validity:**

If any paragraph or provision of this Agreement shall be determined to be unenforceable or invalid by any court of competent jurisdiction, such provision shall be severed and the remainder of this contract shall remain in force.

**6.7 Survival:**

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of all services of Assessor under this Agreement or the termination of the Agreement for any reason.

**6.8 Controlling Law/Venue:**

This Agreement is to be governed by the laws of the State of Michigan. It is mutually agreed that, in the event of any proceeding, at law or at equity, arising under this Agreement or breach thereof, that the venue of any such action shall be in the County of Genesee and the State of Michigan.

**6.9 Authorization:**

The respective signatories hereto expressly acknowledge that this Agreement is made and entered into with full authority of the City of Swartz Creek Council and Landmark Appraisal Company and that the persons executing this Agreement on behalf of the respective parties have been duly authorized and empowered to make and enter into this Agreement by said Council and said Assessor.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

**CITY OF SWARTZ CREEK, MICHIGAN:**

**LANDMARK APPRAISAL CO:**

By: \_\_\_\_\_  
**Richard Abrams, Mayor**

By: \_\_\_\_\_  
**Mark R. MacDermaid, Partner**

By: \_\_\_\_\_  
**Juanita Aguilar, City Clerk**

Approved As To Form:

\_\_\_\_\_  
Richard J. Figura  
City Attorney

**EXHIBIT "A"**  
**City of Swartz Creek, Charter Provisions, Taxation**

---

CHAPTER 9. TAXATION\*

**\*State law references:** General property tax act, MCL 211.1 et seq., MSA 7.1 et seq.

---

Section 9.1. Power to tax--Tax limit.

The city shall have the power to assess taxes and to lay and collect rents, tolls, and excises. During the first five years of the existence of the city, the annual general ad valorem tax levy for municipal purposes shall not exceed one-half of one per cent (5 mills) of the assessed value of all real and personal property in the city as determined by the City's Assessor and Board of Review, or one-quarter of one per cent (2 1/2 mills) of such assessed value, as equalized by the State of Michigan, as required by law, whichever basis of limitation will result in the lesser taxation upon the taxable property in the city. Thereafter, the levy shall not exceed one per cent of the said assessed value as determined by the City's Assessor and Board of Review, or one-half of one percent (5 mills) of such value as equalized by the State of Michigan, as required by law, whichever basis of limitation will result in the lesser taxation upon the taxable property in the city, unless the proposition to approve an increase above the tax rate so limited is first approved by the electors of the city. No such increase shall cause the total tax rate to exceed two per cent of the assessed value of all real and personal property in the city.

**State law references:** Mandatory that Charter provide for annually levying and collecting taxes, MCL 117.3(g), MSA 5.2073(g).

Section 9.2. Subjects of taxation--Tax procedure.

(a) The subjects of ad valorem taxation for municipal purposes shall be the same as for state, county, and school purposes under the general law.

(b) Except as otherwise provided by this chapter, city taxes shall be assessed, levied, and collected in the manner provided by law.

**State law references:** Mandatory that Charter provide that subject of taxation for municipal purposes shall be the same as for state, county and school purposes under general law, MCL 117.3(f), MSA 5.2073(f); property subject to taxation, MCL 211.1 et seq., MSA 7.1 et seq.

Section 9.3. Exemptions.

The power of taxation shall never be surrendered or suspended by any grant or contract to which the city shall be a party. No exemptions from taxation shall be allowed, except such as are expressly required or permitted by law.

**State law references:** Property exempt from taxation, MCL 211.7 et seq., MSA 7.7 et seq.

Section 9.4. Tax day.

Subject to the exceptions provided or permitted by law, the taxable status of persons and property shall be determined as of the thirty-first day of December, or such other date as may subsequently be required by law, which shall be deemed the tax day. Values on the assessment roll shall be determined according to the facts existing on the tax day for the year for which such roll is made, and no change in the status or location of any such property after that day shall be considered by the Assessor or the Board of Review.

**State law references:** Designation of tax day, MCL 211.2, MSA 7.2; time, place and method of assessment, MCL 211.10 et seq., MSA 7.10 et seq.

Section 9.5. Personal property--Jeopardy assessment.

If the Treasurer finds or reasonably believes that any person who is, or may be, liable for taxes upon personal property, the taxable situs of which was in the city on tax day, intends to depart or has departed from the city; or to remove or has removed therefrom personal property which is, or



may be, liable for taxation; or to conceal or conceals himself or his property; or does any other act tending to prejudice, or to render wholly or partly ineffectual the proceedings to collect such tax, he shall proceed to collect the same as a jeopardy assessment in the manner provided by law.

**State law references:** Jeopardy assessment of personal property taxes, MCL 211.691 et seq., MSA 7.51(1) et seq.

#### Section 9.6. Preparation of the assessment roll.

Prior to the date of the meeting of the Board of Review in each year, the Assessor shall prepare and certify an assessment roll of all property in the city. Such roll shall be prepared in accordance with the requirements of law, and may be divided into volumes, which the Assessor shall identify the number for purposes of convenience in handling the assessment roll and for locating properties assessed therein. The attachment of any certificate or warrant required by this chapter to any volume of the roll, either as an assessment roll or as a tax roll, shall constitute the attachment thereof to the entire roll, provided the several volumes are identified in such certificate or warrant. Values of property set forth on the assessment roll shall be determined according to recognized methods of systematic assessment.

**State law references:** Mandatory that Charter provide for preparation of assessment roll, MCL 117.3(i), MSA 5.2073(i); assessment roll, MCL 211.24 et seq., MSA 7.24 et seq.

#### Section 9.7. Board of Review.

(a) A Board of Review is hereby created, composed of three members who have the qualifications of holding elective city office as set forth in Section 4.4 of this charter.

(b) The members of the Board of Review shall be appointed by the Council, and may be removed for reasons of nonfeasance or misfeasance by the vote of five members of the Council. The first members shall be appointed during the month of January, 1960, for terms expiring on July 1, 1961, 1962, and 1963. Thereafter one member shall be appointed in the month of May of each year, for a term of three years, commencing on the following July first.

(c) The Board shall, annually, on the first day of its meeting, select one of its members chairman for the ensuing year. The Assessor shall be Clerk of the Board, and shall be entitled to be heard at its sessions, but shall have no vote on any proposition or question.

**State law references:** Mandatory that Charter provide for a board of review, MCL 117.3(a), MSA 5.2073(a).

#### Section 9.8. Duties and functions of Board of Review.

For the purpose of revising and correcting assessments, the Board of Review shall have the same powers and perform like duties, in all respects, as are, by law, conferred upon and required of boards of review in townships, except as otherwise provided in this charter. At the time, and in the manner provided in the following section, it shall hear the complaints of all persons considering themselves aggrieved by assessments. If it shall appear that any person or property has been wrongfully assessed or omitted from the roll, the Board shall correct the roll in such manner as it deems just. Except as otherwise provided by law, no person other than the Board of Review shall make any change upon, or addition or correction to, the assessment roll. The Board shall make no such changes, additions, or corrections after it has certified the roll as provided and required by Section 9.11 of this chapter. The Assessor shall make a permanent record of all proceedings of the Board and enter therein all resolutions and decisions of the Board. Such record shall be filed with the Clerk on or before the first day of September following the meeting of the Board of Review.

#### Section 9.9. Meetings of Board of Review.

(a) The Board of Review shall convene at 9:00 o'clock a.m. on the third Monday in March in each year at a place designated by the Council, or on such other date as may subsequently be required by law for the meeting of boards of review in cities, and shall meet at the same time and continue in session from day to day for not less than three days for the purpose of considering the assessment roll of the city.

(b) The Board of Review may examine on oath any person appearing before it respecting the assessment of property on the assessment roll. Any member of the Board may administer the oath.

**State law references:** Mandatory that Charter provide for meeting of board of review, MCL 117.3(i), MSA 5.2073(i).

Section 9.10. Notice of meetings.

Notice of the time and place of the annual meeting of the Board of Review shall be published by the Assessor not less than one week nor more than three weeks prior thereto.

Section 9.11. Certification of roll.

After the Board of Review has completed its review of the assessment roll, and not later than the Tuesday following the fourth Monday in March, or such other date as may subsequently be required by law, the majority of its members shall sign a certificate to the effect that the same is the assessment roll of the city for the year in which it has been prepared, as approved by the Board of Review, which certificate, when attached to any volume of the roll shall constitute a conclusive presumption of the validity of the entire roll, as provided in Section 9.6 of this chapter. In the event that the Board of Review shall fail or refuse to so review the assessment roll of the city, such roll, as prepared and presented to the Board of Review by the Assessor shall be the assessment roll for the year for which it was prepared and shall stand as though it had been certified by the Board of Review.

**State law references:** Completion of review of assessments prior to first Monday in April required, MCL 211.30a, MSA 7.30(1).

Section 9.12. Validity of assessment roll.

Upon the completion of the assessment roll, and from and after midnight ending the last day of the meeting of the Board of Review, or the first Monday in April, whichever date first occurs, it shall be the assessment roll of the city for county, school and city taxes, and for other taxes on real and personal property that may be authorized by law. It shall be presumed by all courts and tribunals to be valid, and shall not be set aside, except for cause set forth by law.

**State law references:** Mandatory that Charter provide for levy, collection and return of state, county and school taxes, MCL 117.3(i), MSA 5.2073(i).

Section 9.13. Clerk to certify levy.

Within three days after the Council has made the appropriations for the ensuing year, the Clerk shall certify to the Assessor the total amount which the Council determines shall be raised by general ad valorem taxation, together with such other assessments and lawful charges and amounts which the Council requires to be assessed, reassessed, or charged upon the city tax roll against property or persons.

Section 9.14. City tax roll.

After the Board of Review has completed its review of the assessment roll, the Assessor shall prepare a tax roll, or a combined assessment and tax roll, to be known as the "City Tax Roll." Upon receiving the certification of the several amounts to be raised, assessed, and charged for city taxes, as provided in the preceding section, the Assessor shall proceed forthwith, (1) to spread the amounts of the general ad valorem tax according to and in proportion to the several valuations set forth in said assessment roll, and (2) to place such other assessments and charges upon the roll as are required and authorized by the Council. For convenience, the city tax roll may be divided into two or more volumes.

Section 9.15. Taxes a debt and lien.

The taxes on real and personal property shall become a debt to the city from the owner or person otherwise to be assessed, on the tax day provided by law. The amounts assessed on any interest in real property shall become a lien upon such real property on the first day of July next subsequent to the tax day, and shall so remain, until paid. Said tax liens shall take precedence over all other claims, encumbrances, and liens upon said personal property whatsoever, whether created by chattel mortgage, title retaining contract, execution, or upon any other final process of a court, attachment, replevin, judgment, or otherwise, and no transfer of personal property assessed for taxes shall operate to divest or destroy such lien, except where such property is actually sold in the regular course of retail trade.

Section 9.16. Tax roll certified for collection.

After spreading the taxes and placing other assessments and charges upon the roll, the Assessor shall certify the tax roll, and attach his warrant thereto directing and requiring the Treasurer to

collect, prior to March first of the following year, from the several persons named in the roll the several sums mentioned therein opposite their respective names as a tax, charge, or assessment. Said warrant shall grant to and vest in the Treasurer, all the statutory powers and immunities possessed by township treasurers for the collection of taxes. The tax roll shall be delivered to the Treasurer on or before the thirtieth day of June.

**State law references:** Collection of taxes, MCL 211.44 et seq., MSA 7.87 et seq.

Section 9.17. Tax payment date.

City Taxes shall be due and payable on July first of each year.  
(Amended by electors 4-3-67)

Section 9.18. Taxes due--Notification thereof.

The Treasurer shall not be required to make personal demand for the payment of taxes but, upon receipt of the city tax roll, he shall forthwith mail a tax statement to each person named in the tax roll, which mailed statement shall be a sufficient demand for the payment of all taxes assessed. Neither the failure on the part of the Treasurer to mail such statement, nor the failure of any person to receive the same, shall invalidate the taxes on the tax roll or release any person or property assessed from the liabilities in this chapter in case of nonpayment.

Section 9.19. Tax payment schedule.

The Council shall provide, by ordinance, the tax payment schedule for city taxes, the times when the same may be paid without the addition of collection fees or interest, and the amount of collection fees and interest to be added thereafter. All amounts collected as collection fees and interest shall be paid into the city's treasury for the use and benefit of the city.

Section 9.20. Failure or refusal to pay personal property tax.

If any person shall neglect or refuse to pay any tax on personal property assessed to him, the Treasurer shall collect the same by seizing any personal property of such person, to an amount sufficient to pay such tax, together with any charges and interest added thereto, wherever the same may be found in the State. No property shall be exempt from such seizure. He may sell the property seized, to an amount sufficient to pay the taxes and all charges, fees, penalties, and interest, in accordance with statutory provisions. The Treasurer may also sue the person to whom a personal property tax is assessed, in accordance with the powers granted to him by law.

**State law references:** Failure or refusal to pay tax, MCL 211.47, MSA 7.91.

Section 9.21. State, county and school taxes.

For the purposes of assessing and collecting taxes for state, county, and school purposes, the city shall be considered the same as a township and all provisions of law relative to the collection of, and accounting for, such taxes and the penalties and interest thereon shall apply. For the purpose of collection of state, county, and school taxes, the Treasurer shall perform the same duties and have the same powers as township treasurers under state law.

**State law references:** Mandatory that Charter provide for levy, collection and return of state, county and school taxes, MCL 117.3(i), MSA 5.2073(i); state law relative to the assessment, levy and collection of taxes, MCL 211.1 et seq., MSA 7.1 et seq.

Section 9.22. Protection of city lien.

The city shall have power, insofar as the exercise thereof shall not conflict with or contravene the provisions of law, to acquire such an interest in any premises within the city, by purchase at any tax or other public sale, or by direct purchase from or negotiation with the State of Michigan or the owner, as may be necessary to assure to the city the collection of its taxes, special assessments, charges, and any interest thereon which are levied against any lot or parcel of real property or to protect the lien of the city therefor, and may hold, lease, or sell the same. Any such procedure exercised by the city to assure the collection of its taxes or the protection of its tax or other liens shall be deemed to be for a public purpose. The Council may adopt any ordinance which may be necessary to make this section effective.

Section 9.23. Collection of delinquent taxes.

All taxes and charges, together with fees, penalties, and interest upon real property on the tax roll, remaining uncollected by the Treasurer on the first day of March following the date when the roll was received by him shall be subject to one of the following procedures:

(1) The real property against which such taxes and charges are assessed shall be subject to disposition, sale, and redemption for the enforcement and collection of the tax lien against the same in the method and manner which may be provided by ordinance. The Council may provide by ordinance the procedure for the sale and redemption of real property for such unpaid taxes and charges, together with fees, penalties, and interest, by judicial sale on petition filed in behalf of the city. Such procedure shall correspond substantially to the procedure provided by law for the sale by the State of tax delinquent real property and redemption therefrom, except that the acts performed by state and county officers shall be performed by appropriate city officers and that city tax sales shall be held not less than thirty nor more than ninety days prior to the date of corresponding tax sales under the general law.

(2) If no ordinance is in effect pursuant to subsection (1) of this section, such taxes shall be returned to the County Treasurer, to the extent and in the same manner and with like effect as provided by law for returns by township treasurers of township, school and county taxes. Such returns shall include all the additional assessments, charges, fees, penalties, and interest hereinbefore provided, which shall be added to the amount assessed in said tax roll against such property or person. The taxes thus returned shall be collected in the same manner as other taxes returned to the County Treasurer are collected, in accordance with law, and shall be and remain a lien upon the property against which they are assessed until paid.

Section 9.24. Disposition of real property held by city.

When the city has acquired any interest in property to protect the city's tax lien thereon, the owner of any interest therein by fee title, as mortgagee, or as vendor or vendee under a land contract, shall have the right to purchase the city's interest therein, upon payment to the city of the amount of money which the city has invested therein in the form of taxes, special assessments, charges, fees, penalties, interest, and costs, paid by the city to protect its title in such property. After the lapse of ninety days after the date that the city acquires title to any such property, the Council may remove the same from the market by determining that such property is needed for and should be devoted to public purposes, naming such purposes, or may sell the same at a price which shall be not less than the market value, as determined.

And further, direct the Mayor and City Clerk to endorse and execute this agreement on behalf of the Cit

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 081013-8H**

**BOARDS & COMMISSIONS, APPOINT ALTERNATE TO ZBA, STIFF**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council, upon recommendation of the Mayor and Staff, appoint Bradley Stiff, 9040 Chesterfield Drive, 252-3174, to the Zoning Board of Appeals Alternate, for the remainder of a three-year term vacated by Kenneth Keyes, term expiring on June 30, 2011.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 081013-8I**

**BOARDS & COMMISSIONS, APPOINT ALTERNATE TO ZBA, GILBERT**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council, upon recommendation of the Mayor and Staff, appoint John Gilbert, 7459 Miller Road, 635-9762, to the Zoning Board of Appeals Alternate, for the remainder of a three-year term vacated by Jim Florence, term expiring on June 30, 2011.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 081013-8J**

**SALE OF CITY PROPERTY, 5129 MORRISH ROAD, PARCEL #58-01-100-020**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, it is in the best interest of the public's health, safety, and welfare to create a viable downtown with residential and businesses, and

**WHEREAS**, the City of Swartz Creek current owns a residentially zoned 130' x 96' parcel of land located at 5129 Morrish Road in the Downtown Development Authority Area; and

**WHEREAS**, the City of Swartz Creek has previously used this site for the storage of woodchips and currently uses the site for storage; and

**WHEREAS**, there is a building on the site that is falling into disrepair, and the City feels it can no longer use the site for any practical, public use that is consistent with the goals of the City and DDA; and

**WHEREAS**, the City of Swartz Creek had a contractor perform a Phase One environmental study that has revealed no contamination on site; and

**WHEREAS**, the City released a request for proposals (RFP) to the general public to seek the purchase of this parcel contingent upon a viable and innovative proposal that is consistent with the goals of the City and DDA; and

**WHEREAS**, the City staff met with two interested applicants at information sessions and subsequently received one proposal from one of these applicants on October 2, 2008, the RFP deadline, and

**WHEREAS**, the City of Swartz Creek City Council has determined that the proposed purchase price and concept plan are acceptable.

**NOW, THEREFORE, BE IT RESOLVED** that the Swartz Creek City Council approves the City staff to negotiate a purchase agreement with Diane L. Green Photography LLC for the purchase of 5129 Morrish Road, parcel ID 58-01-100-020, for the sum of \$6,000 with the following conditions: the parcel shall be rezoned for Neighborhood Business District by the City, the buyer must complete a site plan review in accordance with the submitted proposal dated October 2, 2008, and the City and Buyer must execute a development agreement ensuring completion of the approvals and improvements within twelve (12) months time.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 081013-11A      EXECUTIVE SESSION, LABOR AGREEMENTS**

Motion by Councilmember: \_\_\_\_\_

**I Move** the City of Swartz Creek Council, at the request of the City Manager, enter into Executive Session for the purpose of discussing pending Labor Agreement Strategy.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_



**City of Swartz Creek**  
**Regular Council Meeting Minutes**  
*Of the Meeting Held*  
**Monday September 22, 2008 7:00 P.M.**

**CITY OF SWARTZ CREEK**  
**SWARTZ CREEK, MICHIGAN**  
**MINUTES OF THE COUNCIL MEETING**  
**DATE 09/22/2008**

The meeting was called to order at 7:00 p.m. by Mayor Abrams in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Invocation and Pledge of Allegiance to the Flag.

Councilmembers Present: Mayor Abrams, Adams, Mayor Pro-Tem Christie, Hicks, Hurt, Shumaker.

Councilmembers Absent: Porath.

Staff Present: City Manager Bueche, Assistant City Manager Zettel, City Attorney Colin Linsenman, City Clerk Juanita Aguilar.

Others Present: Boots Abrams, Tommy Butler, David Krueger, Betty Binder, Richard Mattson, Brent Cole, Sharon Klein, Lou Fleury, Donald Wyatt.

**Resolution No. 080922-01**

**(Carried)**

Motion by Councilmember Hurt  
Second by Mayor Pro-Tem Christie

**I Move** the Swartz Creek City Council hereby excuse the absence of Councilmember Porath from the September 22, 2008 Council meeting due to work commitments.

YES: Adams, Christie, Hicks, Hurt, Shumaker, Abrams.  
NO: None. Motion Declared Carried.

**APPROVAL OF MINUTES**

**Resolution No. 080922-02**

**(Carried)**

Motion by Mayor Pro-Tem Christie  
Second by Councilmember Hurt

**I Move** the Swartz Creek City Council hereby approve the Minutes for the Regular Council Meeting, held September 8, 2008, to be circulated and placed on file.

YES: Christie, Hicks, Hurt, Shumaker, Abrams, Adams,  
NO: None. Motion Declared Carried.

## **APPROVAL OF AGENDA**

### **Resolution No. 080922-03**

**(Carried)**

Motion by Councilmember Shumaker  
Second by Councilmember Hurt

**I Move** the Swartz Creek City Council approve the Agenda, as presented, for the Regular Council Meeting of September 22, 2008 to be circulated and placed on file.

YES: Hicks, Hurt, Shumaker, Abrams, Adams, Christie.  
NO: None. Motion declared carried.

## **REPORTS AND COMMUNICATIONS:**

### **City Manager's Report**

#### **Resolution No. 080922-04**

**(Carried)**

Motion by Councilmember Hicks  
Second by Councilmember Hurt

**I Move** the Swartz Creek City Council approve the City Manager's Report of September 22, 2008, to be circulated and placed on file.

Discussion Took Place.

YES: Hurt, Shumaker, Abrams, Adams, Christie, Hicks.  
NO: None. Motion declared carried.

All other reports and communications were accepted and placed on file.

## **MEETING OPENED TO THE PUBLIC:**

Tommy Butler, 40 Somerset, stated that he was very impressed to see that there was a communication from the Fire Board in the newspaper.

## **COUNCIL BUSINESS:**

### **Richard Mattson, Proposed Art Fair, Elms Park**

**(Discussion Topic)**

Richard Mattson, representing the Kiwanis Club of Swartz Creek as well as the City of Swartz Creek Chamber of Commerce, talked about putting on a Fine Art Festival in the community. Mr. Mattson stated that they are proposing naming it "Art in the Park" and they are going to try to utilize Elms Road Park. Mr. Mattson stated that he would be asking for a resolution from the

Council at a later date to use the park for two days; Friday, August 28, 2009 and Saturday, August 29, 2009.

Discussion Ensued.

**Appropriation, Transportation Asset Review, Local & Major Streets**

**Resolution No. 080922-05**

**(Carried)**

Motion by Councilmember Adams  
Second by Councilmember Hurt

**WHEREAS**, the City of Swartz Creek is a Street Authority authorized to receive funding under Transportation Equity Distribution Act-51; and

**WHEREAS**, the City has identified an approaching crisis in future funding for repair, maintenance and replacement of its road transportation system for both Local and Major Streets; and

**WHEREAS**, GASB, US-DOT and MI-DOT have identified new approaches in the management of transportation assets by encouraging the development of systems and plans that will best determine how to maintain, repair and replace capital assets; and

**WHEREAS**, the City's staff is working on long term funding plans for the repair, maintenance and replacement of its road transportation system for both Local and Major Streets and in order to accomplish this effectively, a complete audit and rating of the existing road transportation system is warranted; and

**WHEREAS**, the City's Engineering Firm has submitted a proposal to conduct a complete audit of the City's road transportation system, specifications attached.

**NOW THEREFORE, I Move** that the City of Swartz Creek accept the proposal of Rowe Engineering and appropriate an amount not to exceed \$12,000, funds to be split proportionally between 202 and 203 as determined by the City's Finance Director, in accordance with the specifications as attached hereto, and further, bring the evaluation back to the City Council for explanation and review.

Discussion Took Place.

YES: Shumaker, Abrams, Adams, Christie, Hicks, Hurt.  
NO: None. Motion Declared Carried.

**Meijer's Development Agreement**

**Resolution No. 080922-06**

**(Carried)**

Motion by Councilmember Hurt  
Second by Mayor Pro-Tem Christie

I **Move** the City of Swartz Creek enter into an agreement with Meijer Inc, as follows:

**DEVELOPMENT AGREEMENT**  
**Between**  
**THE CITY OF SWARTZ CREEK**  
**And**  
**MEIJER INC.**

---

**THIS AGREEMENT** Is made this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the CITY OF SWARTZ CREEK, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, MI 48473 (“City”) and Meijer Inc, a Michigan Domestic Profit Corporation, with principal offices at 2929 Walker Avenue NW, Grand Rapids, Michigan 49544 (“Meijer”).

**WHEREAS**, the Meijer has proposed to develop a commercial retail development in a Planned Unit Development in several phases (“Project”) upon certain vacant property located within the City, legally described in attached Exhibit A (“Property”); and

**WHEREAS**, the Property is part of an area for which the City has adopted a Conceptual Site Plan for a Planned Unit Development District pursuant to Article XI of the City’s zoning ordinance, which Planned Unit Development District is known as the North Morrish Road Planned Unit Development, dated August 14, 2006, and is more fully described in attached Exhibit B; and

**WHEREAS**, the Meijer has secured all of the zoning approvals and other approvals required by law for its plans to develop the Project on the Property, including, without limitation, site plan, special land use, planned unit development or other approvals; and

**WHEREAS**, said approvals of the City are conditioned, in whole or in part, upon various Agreements of and commitments made by the Meijer in connection with the plans for the development of the Project; and

**WHEREAS**, the City and the Meijer wish to set forth in this Agreement all of the duties and responsibilities of both parties in connection with the Project, as well as the remedies for failure of a party to comply with said duties and/or responsibilities.

**NOW, THEREFORE**, the City and the Meijer, acting by and through their duly authorized representatives, hereby **AGREE AS FOLLOWS**:

**1. Definitions.**

- A) “City” means the City of Swartz Creek, a Michigan Municipal Corporation with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473.
- B) “Meijer” means Meijer, Inc., a Michigan Corporation, with principal offices at 2929 Walker Avenue NW, Grand Rapids, Michigan 49544.
- C) “Project” means the development in several phases of a commercial development in a Planned Unit Development on the Property as set forth and as described in the Project Plans, as approved by the Swartz Creek City Council on August 14, 2006, as modified by the revised Project Plans approved by the Swartz Creek City Council on September 22, 2008. The first phase (the “Meijer Store Phase”) of the Project includes a Meijer retail store, a Meijer gas station/convenience store and two outlets.
- D) “Project Plans” means the site plan, surveys, other drawings and any other written or graphic documentation submitted by the Meijer to the City and which were the basis for the zoning and other approvals given by the City for the Project and which were approved by the City, together with the conditions upon which any City approval was based. Said plans, surveys, drawings, written or graphic

documentation and conditions are attached hereto as Exhibit C, which have been revised and approved by the Swartz Creek City Council on August 11, 2008.

- E) "Property" means that certain property within the City which is legally described in Exhibit A attached hereto.
- F) "Public Improvements" mean public streets with associated drains, lighting, sidewalks and other related improvements, municipal sanitary sewer lines, municipal water lines, and all easements and rights of way granted to the public associated therewith.

## **2. The Project; Public Improvements; Sign Height.**

The Project, as described in paragraph 1(C) above consisting of the development in several phases of commercial businesses on the Property, including the Meijer Store Phase, will be built in accordance with and as provided for in the Project Plans and will include the following Public Improvements:

- A) Road improvements to Morrish Road, including, but not limited to, curbs, curb cuts, lane widening, repaving, signals, signage, lighting, drainage and ditching to be constructed by the City as provided in paragraph 4 below.
- B) On-site municipal water and sanitary sewer lines as shown on the Project Plans, if to be dedicated.

The Project Plans currently provide for a highway pylon sign along I-69 that is thirty-five feet (35') in height. The City and Meijer agree that a visibility test will be conducted prior to construction and that if the visibility test indicates that good visibility from the highway necessitates a taller sign, then the sign may be constructed at such increased height as the City and Meijer may mutually agree.

## **3. Conditions and Acknowledgments.**

Site plan approval for the Project, as a part of the North Morrish Road Planned Unit Development, is subject to the following conditions and acknowledgments:

- a. The Project shall be developed solely in the manner set forth in the approved Project Plans, as said Plans may be modified by the action of the City of Swartz Creek Planning Commission and the City of Swartz Creek City Council. Meijer shall not engage in, participate in, or assist in any activity to develop the Site in any manner different from, or contrary to that described in the approved Final PUD Site Plan unless appropriate changes are approved by the city administration or City Council in accordance with the procedures set forth in the City's Zoning Ordinance.
- b. The Site and the Project, with the modifications and waivers approved and/or established by the Planning Commission and the City Council, meet the standards of Section XI (PUD standards) and all other relevant sections of the zoning ordinance of the City of Swartz Creek.
- c. The Final Site Plan for the Property and the Project, as approved with modifications, is deemed to be consistent with the existing Design Guidelines for the North Morrish Road Planned Unit Development Concept Plan, and, except as otherwise provided in the Final Site Plan for the Property and the Project, the Property shall at all times be subject to said Design Guidelines as presently established. Any future changes or additions to the Property and any future Site Plan shall comply with said Design Guidelines as may be in effect at the time of said future change or addition.
- d. As a condition of receiving driveway (curb cut) permits for access to Morrish Road, Meijer agrees to pay for public improvements to Morrish Road as described in paragraph 4 below.
- e. Currently, the intersection created by the northern entry drive (the "Middle Drive") to the Meijer retail store in the Meijer Store Phase of the Project to and from the site to Morrish Road does not meet the warrants for a signalized intersection under the Uniform Manual for Traffic Control Devices. If by reason of a future development, whether part of a future phase of the Project or development on the west side of Morrish Road, the Middle Drive intersection is warranted under

the Uniform Manual for Traffic Control Devices, and the City requires or permits the installation of a traffic signal, and the City requires the developer(s) to pay the entire cost of the signal, Meijer will contribute a pro rata share of that cost. Meijer's pro rata share (the "Meijer Share") will be equal to the net square footage of that land in the Property then owned by Meijer or any affiliated entity (i.e., excluding any part of the Property sold or transferred by Meijer to any third party), divided by the net square footage of the North Morrish Road Planned Unit Development. The "net" square footage means the total square footage excluding land within public road rights-of-way. Meijer may be the developer required to install the signal as part of further development by Meijer of the Project beyond the Meijer Store Phase, and in that event it shall retain the contribution.

- f. If, between the date of this Development Agreement and the time the City decides the intersection created by the Middle Drive access to and from Morrish Road meets the warrants for an additional signalized intersection under the Uniform Manual of Traffic Control Devices, another development within the North Morrish Road Planned Unit Development (outside the Meijer Store Phase) is presented to the City for zoning approval, the City shall, to the extent permitted by law, require, as a condition of such zoning approval, such development to share in the cost of the design, purchase and installation of said traffic signal on the same pro-rata basis used to compute the Meijer Share.
- g. To the extent permitted by law, for any project in the North Morrish Road Planned Unit Development (outside the Meijer Store Phase) presented to it for zoning and/or site plan approval after the date of this Development Agreement, the City shall require as a condition of the site plan approval that the developer of such project to reimburse Meijer a proportional share of the cost paid by Meijer for the Morrish Road Improvement Project referred to in paragraph 4 below and/or the traffic signal referred to in subparagraph 3(E) above. Cost sharing will be determined based on the same formula used to compute the Meijer Share. Meijer may be the developer required to contribute as part of further development by Meijer of the Project beyond the Meijer Store Phase, and in that event it shall retain the contribution
- h. The City will use its best efforts to obtain pro-rata reimbursements described above, it is mutually agreed that under no circumstances will the City be responsible to reimburse the Meijer for any cost associated with the Morrish Road Improvement Project referred to in paragraph 4 below and/or the traffic signal referred to in subparagraph 3(E) above resulting from the City's failure or inability to place a reimbursement condition on any site plan approval or the failure of any entity to reimburse Meijer for their proportional share of the Public Improvements.
- i. Meijer further agrees to cooperate with the City in the placement and construction of any and all Public Improvements, including a grant of any temporary or permanent easements necessary for its construction.
- j. Meijer shall ensure that clear, unfettered vehicular and pedestrian access for the public exists into, from and across all internal drives, roadways and parking areas of the Project in order to connect the Project to other developments in the North Morrish Road Planned Unit Development.

#### **4. Morrish Road Improvements.**

The Project includes the design, engineering and construction of certain Public Improvements to Morrish Road as described on Exhibit D (the "Morrish Road Improvement Project"). The Morrish Road Improvement Project includes curbs, curb cuts, lane widening, paving, traffic signals, signage, lighting, drainage, ditching, utility relocation, right-of-way acquisition, and permit and inspection fees. The City agrees to design, engineer and construct the Morrish Road Improvement Project at its expense (subject to Meijer's contribution). The City further agrees to complete the Morrish Road Improvements by December 1, 2009. The City will provide Meijer and their consulting engineer copies of the pre-bid plans to insure compliance coordination on the Project site. The City acknowledges its responsibility for timely completion of the Morrish Road Improvement Project, and agrees that it will not delay issuance of a certificate of occupancy for the Meijer store and/or Meijer gas station/convenience store by reason of any delay.

The Meijer shall contribute one-million, five-hundred thousand dollars (\$1,500,000.00) toward the cost of the Morrish Road Improvement Project in full satisfaction of its obligations therefore. This sum shall be deposited with the City in accordance with the following schedule: \$150,000 within 10 days of execution of this Agreement; \$1,200,000 after the City accepts the winning bid for the construction of the Morrish Road Improvement Project, and \$150,000 after the Morrish Road Improvement Project is finished and accepted by the City. These deposited funds may only be used for the Morrish Road Improvement Project.

**5. Survey(s).**

Meijer shall provide to the City a survey prepared and certified by a registered land surveyor clearly designating the boundaries of the Property. Such survey shall be supplied to the City prior to the commencement of any construction work on the Project.

**6. Permits, Approvals and Variance.**

The following permits, approvals and variances of the City and any other governmental or regulatory agency have been issued:

- i. City approval for rezoning of the Property;
- ii. Special Land Use Permits;
- iii. Approval of Planned Unit Development Agreement; and
- iv. Preliminary and Final Site Plan Approval.

Meijer shall not commence work on the Project, and no building permit shall be issued in connection therewith, until the following approvals and variances of the City and any other governmental or regulatory agency have been obtained have been met:

- A. Approval of the Project Plans by the City Engineer;
- B. Issuance of a grading permit by the City, if required;

Meijer shall prepare and deliver to the City easements and dedications for the Public Improvements prior to issuance of a permanent certificate of occupancy.

**7. Development Activities.**

**A) Inspection and approval of work on Public Improvements by City Engineer.**

All work on Public Improvements is subject to inspection and approval by the City Engineer, or his/her representative. The City reserves the right to reject any materials or supplies not meeting the City's standards, and the City may require the removal and replacement, at no expense to the City, of any Public Improvement which fails to comply with established standards and specifications of the City, which fails to comply with the Project plans, or which was constructed without inspection by the City Engineer or his/her representative.

**B) Erosion control.**

Meijer will provide for erosion control as required and shall obtain any permits therefor required by any governmental or other regulatory agency.

**C) Dust control.**

Meijer will provide dust control on the Property as necessary through the application of water, dust control chemicals, mulch, or other method approved by the City Engineer.

**D) Maintenance of public improvements.**

With the exception of the Morrish Road Improvement Project, Meijer will remain responsible for the maintenance and operation of all Public Improvements constructed by Meijer as part of the development until they are accepted by the City.

E) **Maintenance of off-site public streets, sidewalks or rights-of-way.**

Meijer shall conduct all of its activities in connection with the construction of the Project so as not to cause sand, gravel, dirt, clay, mud or construction materials of any kind to be deposited on any public street, sidewalk or right-of-way. Meijer shall remove any sand, gravel, dirt, clay, mud or construction materials of any kind which it may have caused to be deposited on any public street, sidewalk or right-of-way. If Meijer fails to do so within 24 hours, the City may remove such sand, gravel, dirt, clay, mud or construction materials and Meijer shall pay the cost incurred by the City in doing so.

F) **Environmental safety.**

Meijer shall conduct all of its activities in connection with the construction of the Project so as not to cause any environmental contamination and shall comply with all environmental requirements of local, state and federal law. Meijer shall be responsible to and shall reimburse the City for any costs incurred by it in the cleanup and remediation of any environmental contamination caused by Meijer's activities in connection with the construction of the Project.

G) **Public safety.**

Meijer, whether on or off the Project Site, shall conduct all construction covered by this Agreement in a safe manner so as not to cause any threat to the health and safety of the public.

H) **Worker Safety.**

Meijer shall conduct all of its activities in connection with the construction of the Project in compliance with OSHA, MIOSHA and any other applicable laws or regulations intended to provide for worker safety.

I) **Toilet facilities.**

Meijer will provide on-site toilet facilities as required by law for use by workers for the duration of the Project.

**8. Construction of public improvements; warranty.**

The City will not require Meijer to post any bond of letter of credit with regard to the construction of the Public Improvements described in subparagraph 2(B) for the Project, it being satisfied with the creditworthiness of the Meijer. The Meijer shall warrant those Public Improvements so constructed for a period of one year from the date of acceptance of same by the City and shall, at its sole expense, repair or replace, at the City's sole discretion, those Public Improvements which fail during the one-year period following its acceptance by the City Council.

**9. Construction of public improvements; indemnification; insurance.**

Meijer agrees to indemnify and hold the City harmless for any liability, including court costs and attorneys' fees, for damages to property or persons resulting from the Meijer's construction of the Public Improvements described in subparagraph 2(B).

**10. Default.**

If Meijer is in default of any of the terms of this Agreement or the Project Plans, the City may issue a stop work order to the Meijer and, upon receipt thereof, Meijer shall immediately stop all work on the Project. In addition, the City may exercise any other remedy it may have under law or equity for the Meijer's default.

**11. "Meijer" is all inclusive.**

Whenever a duty or obligation is imposed upon the Meijer by this Agreement or the Project Plans, or the Meijer is prohibited from taking any action under this Agreement or the Project Plans, such duty, obligation or prohibition shall equally apply to any contractor, subcontractor, officer, agent, employee, assignee or successor in interest or any other person or entity performing activities on the project under the direction and control of, at the request of, under contract with, or in succession of the Meijer.



**12. Notices.**

Any notice, demand, or communication required, permitted, or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by certified mail addressed as follows:

If to the City:

City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473  
Attention: City Manager

If to the Meijer:

Meijer Inc.  
2929 Walker Avenue NW  
Grand Rapids, MI 49544  
Att:

The parties hereto may, by notice given hereunder, designate any further or different address to which subsequent notices, demands, or communications may be given.

**13. Term.**

This Agreement shall commence on the date set forth in the caption and the Agreement and any and all City permits and approvals shall be renewable in one year increments beginning September 22, 2008 for a period of three (3) years. After three years, the Agreement and all City permits and approvals associated with the Project shall permanently expire unless Meijer has begun construction of the Project. Once construction of the Project has commenced, the Agreement shall remain in force until completion of the Project. The warranty and maintenance obligations of paragraph 8 shall in any event continue in effect for the periods provided for therein.

**14. Applicable law.**

This Agreement shall be governed by, interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Michigan.

**15. Severability.**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

**16. Entire Agreement.**

This Agreement supersedes all previous or contemporaneous negotiations and/or Agreements and constitutes the entire Agreement between the parties with respect to the Project. No verbal statements or prior written materials not specifically incorporated in this Agreement have been relied upon by the parties in entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**MEIJER INC.**

**CITY OF SWARTZ CREEK**

\_\_\_\_\_  
Michael L. Kinstle  
Vice President of Real Estate

\_\_\_\_\_  
Richard Abrams, Mayor

\_\_\_\_\_  
Juanita Aguilar, Clerk

Approved as to form:

\_\_\_\_\_  
Michael J. Gildner,

Assistant City Attorney

EXHIBIT A  
PROPERTY DESCRIPTION

EXHIBIT B  
NORTH MORRISH ROAD PUD

EXHIBIT C  
PROJECT PLANS

EXHIBIT D  
MORRISH ROAD IMPROVEMETN PROJECT

Discussion Took Place.

YES: Shumaker, Abrams, Adams, Christie, Hicks, Hurt.  
NO: None. Motion Declared Carried.

**Appropriation & Bid Award, Purchase Snow Plows**

**Resolution No. 080922-07**

**(Carried)**

Motion by Mayor Pro-Tem Christie  
Second by Councilmember Hurt

**I Move** the City of Swartz Creek accept the low bid and appropriate an amount not to exceed \$9,380 to Knapheide Truck Equipment, of 1200 South Averill Street Flint, for the purchase of two Western™ Ultra Mount 8½' "V" snow plows, as specified in the bid documents, funds to be taken from 661, Motor Pool.

Discussion Ensued.

YES: Abrams, Adams, Christie, Hicks, Hurt, Shumaker.  
NO: None. Motion Declared Carried.

**Permit, Use of City Building, Haunted House**

**Resolution No. 080922-08**

**(Carried)**

Motion by Councilmember Shumaker  
Second by Councilmember Hurt

**I Move** the City of Swartz Creek permit the use of the Public Safety Building, inclusive of the Fire Department, bays, lobby and parking lots, to conduct a "haunted house" activity, on Friday October 24<sup>th</sup> and Saturday October 25<sup>th</sup>, by the Swartz Creek Area Firefighter's Association, under the following stipulations and conditions:

3. The event is charitable and not-for profit.
4. Under the direction, control and supervision of the Fire Chief
5. All reasonable and adequate precautions to maintain safety are practiced
6. Insurance certificates naming the City as an additional insured party

Discussion Took Place.

YES: Adams, Christie, Hicks, Hurt, Shumaker, Abrams.  
 NO: None. Motion Declared Carried.

**Street Usage Permit, Annual Homecoming Parade**

**Resolution No. 080922-09**

**(Carried)**

Motion by Councilmember Hicks  
 Second by Councilmember Adams

**I Move** the City of Swartz Creek approve the application of the Swartz Creek Student Council to conduct an annual High School Homecoming Parade on Friday, September 26, 2008, from 4:30 pm to 6:30 pm. Parade route as follows:

Civic Drive Eastbound to Fortino  
 Fortino Eastbound to Morrish  
 Morrish Southbound to Miller  
 Miller Westbound to Fairchild  
 Fairchild Southbound to Ingalls  
 Ingalls Westbound into the south lot of Swartz Creek High

Under the direction and control of the office of the Chief of Police and in accordance with the stipulations and conditions set forth in the permit and application.

Discussion Ensued.

YES: Christie, Hicks, Hurt, Shumaker, Abrams, Adams.  
 NO: None. Motion Declared Carried.

**Phase I Trailway Construction Change Order**

**Resolution No. 080922-10**

**(Carried)**

Motion by Councilmember Adams  
 Second by Councilmember Hurt

**WHEREAS**, the City approved a resolution for the construction of Phase I of the Non-Motorized Trail Way system on July 28, 2008, as follows:

**Construct Non-Motorized Trail System, Phase One**

**Resolution No. 080728-06**

**(Carried)**

Motion by Councilmember Hurt  
Second by Councilmember Adams

**WHEREAS**, it is in the best interest of the public's health, safety, and welfare to create a viable non-motorized transportation network, locally and regionally, to provide residents with safe alternatives to driving, recreational opportunities, and opportunities to connect communities and the natural environment; and

**WHEREAS**, the City of Swartz Creek has adopted a non-motorized trail-way plan that has also been included into the Genesee County Regional Trail Plan; and

**WHEREAS**, Section 10K of Act 51 requires that 1% (~\$30,000) of the City's Act 51 allocation be spent on non-motorized engineering or construction over a ten year period; and

**WHEREAS**, the Elms Road corridor and Elms Park are crucial links in the City's and the County's trail-way system; and

**WHEREAS**, the City has accepted the lowest bidder, Badgley Construction, to perform all sidewalk work on the City's behalf for the 2008 construction season at a rate of \$4.25 per square foot (4") and will extend this price to the construction of Phase I of the City's Non-Motorized Trail Way System.

**NOW, THEREFORE, BE IT RESOLVED** that the Swartz Creek City Council approve the construction of Elms Road sidewalk expansion from Miller to the main park entrance to be completed by Badgley Construction at a cost of \$24,225 (5700 square feet) plus a 15% contingency and the cost of sand; funds to be allotted from the Major Street Fund

Discussion Took Place.

YES: Abrams, Adams, Christie, Hicks, Hurt, Shumaker.  
NO: None. Motion Declared Carried.

And, **WHEREAS**, site conditions, consisting of a Verizon Telecommunications box and the addition of an extra one foot of concrete from a point south of the south entrance to Elms Park to the turn north-easterly has caused the need for a change order to avoid the relocation costs of the Verizon Telecommunications Equipment.

**NOW THEREFORE**, I move that the City approve the change order as submitted and appropriate an additional amount not to exceed \$8,487, for a total of \$32,712, no contingency, for Phase I of the City's Non-Motorized Trailway System, from Fund 202.

Discussion Took Place.

YES: Hicks, Hurt, Shumaker, Abrams, Adams, Christie.  
NO: None. Motion Declared Carried.

## **GAIN Unit**

## **(Discussion Topic)**

Mayor Abrams talked about the GAIN meeting. Mr. Abrams updated the Council on the status of GAIN.

## **MEETING OPENED TO THE PUBLIC**

David Krueger, 7399 Miller Road, questioned the budgets for last fiscal year and this fiscal year that were included in the Council packet. Mr. Krueger questioned where the differences in revenues and expenditures are made up from. Mr. Krueger talked about how the City was planning for taking care of the infrastructure of the city in the future. Mr. Krueger questioned why there were three pages in the packet regarding the tax abatement for senior citizen housing, yet it was not addressed during the Council meeting. Mr. Bueche stated that the pertinent information on that page in the packet referred to the ordinance on collection of taxes—the tax abatement information was simply on the same page of the ordinance book.

Donald B. Wyatt, 5326 Durwood Drive, stated that his concern is that there was a terrible smell on the street when he took care of his garbage cans. He stated that he believes that there was a leak of some sort from the Republic Waste truck. Mayor Abrams stated that he experienced the same thing. Mr. Wyatt stated that the smell is still there and would like something done about it.

Tommy Butler, 40 Somerset, questioned an article in the paper about some people being pulled over by the police. Mr. Butler stated that the people had no driver's licenses and expired plates and only received citations. He questioned why the people didn't go to jail. He was advised that generally there is no jail lodging space for such infractions, just the vehicle towed and citations issued. Mr. Butler talked about "preventative maintenance" on the streets. He stated that he believes that will save more money than anything else you can do.

#### **REMARKS BY COUNCILMEMBERS:**

Councilmember Adams talked about the letter and invoice that was sent to Verizon. Mr. Adams questioned the new street signs on Elms Road. He stated that they were printed incorrectly as Elm Road and not Elms Road. He was advised that they would be replaced by MDOT as it was their mistake.

Councilmember Shumaker talked about the snow plows that were purchased to plow the cul-de-sacs in the City. Mr. Shumaker suggested moving the mailboxes into groups in the cul-de-sacs to help the DPS snowplow the streets easier. Mr. Shumaker also suggested that in the future, the driveways in the cul-de-sacs should be grouped so that two driveways are together. Mr. Shumaker talked about how well the lift stations worked after the significant amount of rain that the City had recently.

Mayor Abrams talked about a house located at 5374 Durwood that has been abandoned. Mr. Abrams stated that there have been complaints of rats and garbage inside. City Manager Bueche stated that they are aware of the problem and are looking into the options that the City has for taking care of it.

#### **Executive Session, Labor Agreements**

**Resolution No. 080922-11**

**(Carried)**

Motion by Councilmember Hurt  
Second by Mayor Pro-Tem Christie

**I Move** the City of Swartz Creek Council, at the request of the City Manager, enter into Executive Session for the purpose of discussing pending Labor Agreements.

YES: Hurt, Shumaker, Abrams, Adams, Christie, Hicks.

NO: None. Motion Declared Carried.

**ADJOURNMENT:**

There being no objection, Mayor Abrams declared the meeting adjourned at 9:00p.m.  
Executive Session adjourned at 9:35pm.

Richard Abrams, Mayor

Juanita Aguilar, City Clerk

**SWARTZ CREEK POLICE DEPARTMENT  
MOTOR POOL RENTAL HOURS  
SEPTEMBER 2008**

|                       | <u>101-301-941</u> | <u>101-302-941</u> | <u>101-303-941</u> | <u>101-304-941</u> |
|-----------------------|--------------------|--------------------|--------------------|--------------------|
| #06-112               | 174                | 1                  | 68                 | 0                  |
| #05-168               | 17                 | 0                  | 0                  | 0                  |
| #05-649               | 96                 | 0                  | 0                  | 0                  |
| #05-346               | 60                 | 2                  | 21                 | 0                  |
| #07-375               | 379                | 2                  | 8                  | 0                  |
| #05-275               | 80                 | 5                  | 0                  | 7                  |
| #07-386<br>motorcycle | 6                  | 0                  | 0                  | 0                  |
| <b>TOTAL</b>          | <b>812</b>         | <b>10</b>          | <b>97</b>          | <b>7</b>           |

# SWARTZ CREEK POLICE DEPT

Total Account Hours Summary Report

From: 09/01/2008 to 09/30/2008

| Department Account   | Description         | Regular Hours | Other Hours | Regular Hours YTD | Other Hours YTD |
|----------------------|---------------------|---------------|-------------|-------------------|-----------------|
| ADMINISTRATIVE       |                     |               |             |                   |                 |
| 101 301 702.001      | SUPERVISOR          | 293.000       | 15.000      | 2,060.500         | 62.500          |
| 101 301 702.002      | CLERICAL            | 132.000       | 0.000       | 1,453.750         | 0.000           |
| PROTECTION           |                     |               |             |                   |                 |
| 101 301 702.003      | UNIFORMED           | 547.250       | 37.250      | 5,107.750         | 285.750         |
| 101 301 702.004      | NON-UNIFORMED       | 10.000        | 0.000       | 45.750            | 12.000          |
| 101 301 702.005      | TRAFFIC ENFORCEMENT | 389.250       | 25.000      | 2,615.000         | 86.250          |
| COMPLAINTS           |                     |               |             |                   |                 |
| 101 301 702.006      | INVESTIGATIONS      | 163.000       | 9.000       | 1,625.000         | 90.750          |
| 101 301 702.007      | COURT               | 19.500        | 5.000       | 84.750            | 36.000          |
| TRAINING             |                     |               |             |                   |                 |
| 101 301 702.008      | TRAINING            | 6.000         | 4.000       | 12.000            | 19.500          |
| LEAVE TIME           |                     |               |             |                   |                 |
| 101 301 702.010      | VACATION            | 64.000        | 0.000       | 634.500           | 0.000           |
| 101 301 702.011      | HOLIDAY             | 72.000        | 0.000       | 540.000           | 0.000           |
| 101 301 702.012      | PERSONAL LEAVE      | 8.000         | 0.000       | 274.500           | 0.000           |
| 101 301 702.013      | FUNERAL LEAVE       | 0.000         | 0.000       | 28.500            | 0.000           |
| TRACK ADMINISTRATIVE |                     |               |             |                   |                 |
| 101 302 702.001      | SUPERVISOR          | 15.000        | 0.000       | 131.750           | 0.000           |
| 101 302 702.002      | CLERICAL            | 12.000        | 0.000       | 95.000            | 0.000           |
| TRACK PROTECTION     |                     |               |             |                   |                 |
| 101 302 702.003      | UNIFORMED           | 9.000         | 0.500       | 106.250           | 25.750          |
| TRACK COMPLAINTS     |                     |               |             |                   |                 |
| 101 302 702.006      | INVESTIGATIONS      | 0.000         | 0.000       | 0.250             | 0.000           |
| SCHOOL PROTECTION    |                     |               |             |                   |                 |
| 101 303 702.003      | UNIFORMED           | 91.000        | 10.000      | 438.750           | 59.000          |
| 101 303 702.005      | TRAFFIC ENFORCEMENT | 0.000         | 0.000       | 10.500            | 0.000           |



| Department Account | Description     | Regular Hours | Other Hours | Regular Hours YTD | Other Hours YTD |
|--------------------|-----------------|---------------|-------------|-------------------|-----------------|
| SCHOOL COMPLAINTS  |                 |               |             |                   |                 |
| 101 303 702.006    | INVESTIGATIONS  | 36.000        | 1.750       | 422.750           | 18.250          |
| PROTECTION         |                 |               |             |                   |                 |
| 101 304 702.003    | UNIFORMED       | 3.000         | 6.500       | 66.750            | 13.750          |
| TRAINING           |                 |               |             |                   |                 |
| 101 304 702.008    | TRAINING        | 16.000        | 0.000       | 52.000            | 54.000          |
| PROTECTION         |                 |               |             |                   |                 |
| 265 333 702.004    | NON-UNIFORMED   | 168.000       | 0.000       | 1,448.000         | 69.000          |
| COMPLAINTS         |                 |               |             |                   |                 |
| 265 333 702.006    | INVESTIGATIONS  | 0.000         | 32.000      | 0.000             | 246.000         |
| 265 333 702.007    | COURT           | 0.000         | 2.000       | 0.000             | 35.000          |
| NON-PRODUCTIVE     |                 |               |             |                   |                 |
| 265 333 702.010    | VACATION        | 0.000         | 0.000       | 64.000            | 0.000           |
| 265 333 702.011    | HOLIDAY         | 8.000         | 0.000       | 64.000            | 0.000           |
|                    | TOTAL ALL HOURS | 2,062.000     | 148.000     | 17,382.000        | 1,113.500       |

# SWARTZ CREEK POLICE DEPT

Total Function Count  
Month Ending: 09/30/2008

| Account                | Description          | MTD Functions | YTD Functions |
|------------------------|----------------------|---------------|---------------|
| 101 301 001.000        | TRAFFIC VIOLATIONS   | 0             | 0             |
| 101 301 002.000        | PARKING VIOLATIONS   | 33            | 199           |
| 101 301 003.000        | VERBAL WARNINGS      | 156           | 1203          |
| 101 301 004.000        | WRITTEN WARNINGS     | 16            | 197           |
| 101 301 005.000        | FELONY ARRESTS       | 10            | 53            |
| 101 301 006.000        | MISDEMEANOR ARRESTS  | 68            | 298           |
| 101 301 007.000        | CALLS RECEIVED       | 344           | 2736          |
| 101 301 008.000        | TRAFF INJ ACCIDENTS  | 0             | 7             |
| 101 301 009.000        | PROP DAMAG ACCIDENTS | 11            | 98            |
| 101 301 010.000        | SERVICE REQUESTS     | 0             | 38            |
| 101 301 011.000        | MEETINGS             | 3             | 8             |
| 101 301 012.000        | CONFERENCES          | 0             | 0             |
| 101 301 013.000        | INITIATED CALLS      | 1074          | 6740          |
| 101 301 014.000        | DESK ASSIGNMENTS     | 212           | 1612          |
| 101 301 015.000        | BUSINESS CHECKS      | 898           | 8885          |
| 101 301 016.000        | VACATION CHECKS      | 113           | 4766          |
| 101 301 017.000        | SUSP PERS CHECKED    | 59            | 301           |
| <b>TOTAL FUNCTIONS</b> |                      | <b>2997</b>   | <b>2714</b>   |
|                        |                      |               |               |
| 101 302 002.000        | PARKING VIOLATIONS   | 0             | 0             |
| 101 302 003.000        | VERBAL WARNINGS      | 0             | 0             |
| 101 302 004.000        | WRITTEN WARNINGS     | 0             | 1             |
| 101 302 005.000        | FELONY ARRESTS       | 0             | 3             |
| 101 302 006.000        | MISDEMEANOR ARRESTS  | 0             | 0             |
| 101 302 007.000        | CALLS RECEIVED       | 8             | 75            |
| 101 302 010.000        | SERVICE REQUESTS     | 0             | 0             |
| 101 302 011.000        | MEETINGS             | 0             | 1             |
| 101 302 012.000        | CONFERENCES          | 0             | 0             |
| 101 302 013.000        | INITIATED CALL       | 0             | 1             |
| 101 302 014.000        | DESK ASSIGNMENTS     | 0             | 0             |
| 101 302 015.000        | BUSINESS CHECKS      | 0             | 1             |
| 101 302 016.000        | VACATION CHECKS      | 0             | 0             |
| 101 302 017.000        | SUSP PERS CHECKED    | 0             | 0             |
| <b>TOTAL FUNCTIONS</b> |                      | <b>8</b>      | <b>82</b>     |
|                        |                      |               |               |
| 101 303 002.000        | PARKING VIOLATIONS   | 0             | 0             |
| 101 303 003.000        | VERBAL WARNINGS      | 0             | 1             |
| 101 303 004.000        | WRITTEN WARNINGS     | 0             | 0             |
| 101 303 005.000        | FELONY ARRESTS       | 0             | 0             |
| 101 303 006.000        | MISDEMEANOR ARRESTS  | 2             | 24            |
| 101 303 007.000        | CALLS RECEIVED       | 9             | 18            |
| 101 303 010.000        | SERVICE REQUESTS     | 0             | 0             |
| 101 303 011.000        | MEETINGS             | 17            | 139           |
| 101 303 012.000        | CONFERENCES          | 13            | 18            |

| Account                    | Description         | MTD Functions | YTD Functions |
|----------------------------|---------------------|---------------|---------------|
| 101 303 013.000            | INITIATED CALL      | 70            | 732           |
| 101 303 014.000            | DESK ASSIGNMENTS    | 0             | 5             |
| 101 303 015.000            | BUSINESS CHECKS     | 0             | 0             |
| 101 303 016.000            | VACATION CHECKS     | 0             | 0             |
| 101 303 017.000            | SUS PERS CHECKED    | 0             | 2             |
| <b>TOTAL FUNCTIONS</b>     |                     | <b>111</b>    | <b>939</b>    |
| 101 304 001.000            | TRAFFIC VIOLATIONS  | 0             | 0             |
| 101 304 001.003            | DESK ASSIGNMENTS    | 0             | 0             |
| 101 304 002.000            | PARKING VIOLATIONS  | 0             | 0             |
| 101 304 003.000            | VERBAL WARNINGS     | 0             | 0             |
| 101 304 004.000            | WRITTEN WARNINGS    | 0             | 0             |
| 101 304 005.000            | FELONY ARRESTS      | 0             | 3             |
| 101 304 006.000            | MISDEMEANOR ARRESTS | 0             | 7             |
| 101 304 007.000            | CALLS RECEIVED      | 3             | 42            |
| 101 304 010.000            | SERVICE REQUESTS    | 0             | 0             |
| 101 304 011.000            | MEETINGS            | 0             | 0             |
| 101 304 012.000            | CONFERENCES         | 0             | 0             |
| 101 304 013.000            | INITIATED CALL      | 4             | 50            |
| 101 304 014.000            | DESK ASSIGNMENTS    | 0             | 1             |
| 101 304 015.000            | BUSINESS CHECKS     | 0             | 0             |
| 101 304 016.000            | VACATION CHECKS     | 0             | 0             |
| 101 304 017.000            | SUS PERS CHECKED    | 0             | 0             |
| 101 304 018.000            | BUILDING SEARCHES   | 1             | 12            |
| 101 304 019.000            | VEHICLE SEARCHES    | 5             | 69            |
| 101 304 020.000            | NARCOTIC SEARCHES   | 0             | 12            |
| 101 304 021.000            | CURRENCY SEIZED     | 0             | 1             |
| 101 304 022.000            | FORFEITURES         | 0             | 2             |
| 101 304 023.000            | POSITIVE TRACKS     | 0             | 1             |
| 101 304 024.000            | NEGATIVE TRACKS     | 1             | 14            |
| 101 304 025.000            | AGENCY ASSISTS      | 2             | 18            |
| 101 304 026.000            | DEMONSTRATIONS      | 0             | 2             |
| 101 304 027.000            | AREA SEARCHES       | 0             | 1             |
| <b>TOTAL FUNCTIONS</b>     |                     | <b>16</b>     | <b>235</b>    |
| <b>TOTAL ALL FUNCTIONS</b> |                     | <b>3132</b>   | <b>28397</b>  |

## Ticket Ledger Report

**Report Criteria:**

| Ticket Type | Officer | Start Date | End Date   |
|-------------|---------|------------|------------|
| Traffic     | All     | 09/01/2008 | 09/30/2008 |

| Number      | Name | Date     | Location                      | Description                    | Officer | Fine |
|-------------|------|----------|-------------------------------|--------------------------------|---------|------|
| T-1055564-A |      | 09/01/08 | MILLER NEAR FORTINO           | SUSP/REVOKED/NEVER APPL.       |         |      |
| T-1055564-B |      | 09/01/08 | MILLER NEAR FORTINO           | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1055547   |      | 09/01/08 | ELMS NEAR PARK RIDGE          | NO PROOF INSURANCE/POSSESE     |         |      |
| T-1055565-A |      | 09/02/08 | MORRISH NEAR I-69             | SUSP/REVOKED/NEVER APPL.       |         |      |
| T-1055565-C |      | 09/02/08 | MORRISH NEAR I-69             | TAIL LIGHTS (DEFECTIVE, IMPROI |         |      |
| T-1055548   |      | 09/02/08 | MILLER NEAR BRISTOL           | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1055549   |      | 09/02/08 | BRISTOL NEAR JENNIE           | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1055566-A |      | 09/03/08 | MILLER NEAR MORRISH           | SUSP/REVOKED/NEVER APPL.       |         |      |
| T-1055566-B |      | 09/03/08 | MILLER NEAR MORRISH           | IMPROPER PLATE                 |         |      |
| T-1055566-C |      | 09/03/08 | MILLER NEAR MORRISH           | NO PROOF INSURANCE/POSSESE     |         |      |
| T-1055451-A |      | 09/03/08 | MILLER NEAR HAYES             | SEAT BELT DRIVER/PASSENGER     |         |      |
| T-1055451-B |      | 09/03/08 | MILLER NEAR HAYES             | NO PROOF INSURANCE/POSSESE     |         |      |
| T-1055452   |      | 09/03/08 | BRISTOL NEAR CANTERBURY       | SEAT BELT DRIVER/PASSENGER     |         |      |
| T-1074276-A |      | 09/05/08 | ELMS NEAR MILLER              | DISREGARDED TRAFFIC SIGNAL/!   |         |      |
| T-1074276-B |      | 09/05/08 | ELMS NEAR MILLER              | SUSP/REVOKED/NEVER APPL.       |         |      |
| T-1055453   |      | 09/05/08 | SPEEDWAY PARKING LOT/MILLER & | NO PROOF INSURANCE/POSSESE     |         |      |
| T-1055487   |      | 09/05/08 | ELMS NEAR MILLER              | OWI                            |         |      |
| T-1055410-A |      | 09/06/08 | OAKVIEW AT CHELMSFORD         | CARELESS DRIVING               |         |      |
| T-1055410-B |      | 09/06/08 | OAKVIEW AT CHELMSFORD         | NO OPS IN POSSESSION           |         |      |
| T-1074277-A |      | 09/07/08 | MILLER NEAR WINSTON           | TINTED WINDOWS/NO WINDSHIEI    |         |      |
| T-1074277-B |      | 09/07/08 | MILLER NEAR WINSTON           | NO PROOF INSURANCE/POSSESE     |         |      |
| T-1055550-A |      | 09/07/08 | MORRISH NEAR APPLECREEK       | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1055550-B |      | 09/07/08 | MORRISH NEAR APPLECREEK       | NO PROOF INSURANCE/POSSESE     |         |      |
| T-1074076   |      | 09/07/08 | MILLER NEAR FAIRCHILD         | NO TAIL/BRAKE LIGHTS           |         |      |
| T-1074278   |      | 09/07/08 | I-69 NEAR MORRISH             | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1074077   |      | 09/08/08 | MORRISH NEAR I-69             | EXPIRED LICENSE                |         |      |
| T-1074078   |      | 09/08/08 | OAKVIEW AT CHELMSFORD         | CARELESS DRIVING               |         |      |
| T-1074079   |      | 09/09/08 | DYE NEAR NORKO                | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1074080   |      | 09/09/08 | ELMS AT MILLER                | DISREGARDED TRAFFIC SIGNAL/!   |         |      |
| T-1074081   |      | 09/09/08 | MILLER NEAR TALLMADGE         | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1074501-A |      | 09/09/08 | MILLER NEAR ELMS              | SEAT BELT DRIVER/PASSENGER     |         |      |
| T-1074501-B |      | 09/09/08 | MILLER NEAR ELMS              | SUSP/REVOKED/NEVER APPL.       |         |      |
| T-1074501-C |      | 09/09/08 | MILLER NEAR ELMS              | NO PROOF INSURANCE/POSSESE     |         |      |
| T-1074502   |      | 09/09/08 | MILLER AT ELMS                | NO PLATE/FAIL TO DISPLAY/EXPII |         |      |
| T-1055567-A |      | 09/10/08 | MORRISH NEAR MARY ST          | TINTED WINDOWS/NO WINDSHIEI    |         |      |
| T-1055567-B |      | 09/10/08 | MORRISH NEAR MARY ST          | TAIL LIGHTS (DEFECTIVE, IMPROI |         |      |
| T-1074503-A |      | 09/10/08 | MILLER NEAR SEYMOUR           | NO PLATE/FAIL TO DISPLAY/EXPII |         |      |
| T-1074503-B |      | 09/10/08 | MILLER NEAR SEYMOUR           | SUSP/REVOKED/NEVER APPL.       |         |      |
| T-1074503-C |      | 09/10/08 | MILLER NEAR SEYMOUR           | NO PROOF INSURANCE/POSSESE     |         |      |
| T-1055454   |      | 09/11/08 | MORRISH NEAR MILLER           | SEAT BELT DRIVER/PASSENGER     |         |      |
| T-1055455   |      | 09/11/08 | MORRISH NEAR MARY ST          | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1055456   |      | 09/11/08 | MORRISH NEAR MARY ST          | SEAT BELT DRIVER/PASSENGER     |         |      |
| T-1055457   |      | 09/12/08 | SEYMOUR NEAR DURWOOD          | SEAT BELT DRIVER/PASSENGER     |         |      |
| T-1074279-A |      | 09/12/08 | I-69 NEAR MILLER              | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1074279-B |      | 09/12/08 | I-69 NEAR MILLER              | NO PROOF INSURANCE/POSSESE     |         |      |
| T-1055458   |      | 09/12/08 | MILLER AT RAUBINGER           | UNABLE TO STOP IN ASSURED CI   |         |      |

Ticket Charges Subtotal: 46

Fines Subtotal:

48

## Ticket Ledger Report

**Report Criteria:**

| Ticket Type | Officer | Start Date | End Date   |
|-------------|---------|------------|------------|
| Traffic     | All     | 09/01/2008 | 09/30/2008 |

| Number      | Name | Date     | Location                      | Description                    | Officer | Fine |
|-------------|------|----------|-------------------------------|--------------------------------|---------|------|
| T-1074280   |      | 09/12/08 | MORRISH NEAR I-69             | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1074281   |      | 09/12/08 | I-69 NEAR MORRISH             | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1055596   |      | 09/13/08 | MILLER NEAR SEYMOUR           | OWI                            |         |      |
| T-1055459   |      | 09/13/08 | MORRISH NEAR MILLER           | JADISREGARDED TRAFFIC SIGNA    |         |      |
| T-1055568-A |      | 09/14/08 | MILLER NEAR FAIRCHILD         | OWI                            |         |      |
| T-1055568-B |      | 09/14/08 | MILLER NEAR FAIRCHILD         | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1055569   |      | 09/14/08 | MILLER NEAR SCHOOL            | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1055570   |      | 09/14/08 | I-69 NEAR MORRISH             | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1074082   |      | 09/15/08 | MILLER NEAR SCHOOL            | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1074083-A |      | 09/15/08 | MILLER NEAR RAUBINGER         | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1074083-B |      | 09/15/08 | MILLER NEAR RAUBINGER         | SEAT BELT DRIVER/PASSENGER     |         |      |
| T-1074084   |      | 09/15/08 | MILLER NEAR FAIRCHILD         | NO INSURANCE ON VEHICLE        |         |      |
| T-1055571   |      | 09/15/08 | MORRISH NEAR WADE             | NO PROOF INSURANCE/POSSESE     |         |      |
| T-1013447-A |      | 09/15/08 | MILLER AT FAIRCHILD           | SUSP/REVOKED/NEVER APPL.       |         |      |
| T-1013447-B |      | 09/15/08 | MILLER AT FAIRCHILD           | IMPROPER PLATE DISPLAY         |         |      |
| T-1013447-C |      | 09/15/08 | MILLER AT FAIRCHILD           | NO PROOF INSURANCE/POSSESE     |         |      |
| T-1055572   |      | 09/16/08 | ELMS NEAR MILLER              | SUSP/REVOKED/NEVER APPL.       |         |      |
| T-1074086-A |      | 09/16/08 | WINCHESTER VILLAGE – WINSHALI | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1074087   |      | 09/16/08 | MILLER AT ELMS                | UNABLE TO STOP IN ASSURED CI   |         |      |
| T-1074282-A |      | 09/16/08 | MORRISH NEAR I-69             | DROVE WRONG WAY ON ONE WAY     |         |      |
| T-1074282-B |      | 09/16/08 | MORRISH NEAR I-69             | NO OPS, NO VALID OPS.          |         |      |
| T-1055460   |      | 09/17/08 | MORRISH NEAR I-69             | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1074504-A |      | 09/17/08 | MILLER NEAR SEYMOUR           | OWI                            |         |      |
| T-1074504-B |      | 09/17/08 | MILLER NEAR SEYMOUR           | SUSP/REVOKED/NEVER APPL.       |         |      |
| T-1074505-A |      | 09/17/08 | MILLER NEAR SECOND            | TAIL LIGHTS (DEFECTIVE, IMPROI |         |      |
| T-1074505-B |      | 09/17/08 | MILLER NEAR SECOND            | NO OPS, NO VALID OPS.          |         |      |
| T-1074505-C |      | 09/17/08 | MILLER NEAR SECOND            | OWI                            |         |      |
| T-1055462   |      | 09/18/08 | MORRISH NEAR I-69             | SEAT BELT DRIVER/PASSENGER     |         |      |
| T-1055461   |      | 09/18/08 |                               | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1074506   |      | 09/18/08 | MILLER NEAR MAYA              | OWI                            |         |      |
| T-1055597   |      | 09/19/08 | MILLER NEAR ELMS              | OWI                            |         |      |
| T-1055463   |      | 09/19/08 | BRISTOL NEAR JENNIE           | SEAT BELT DRIVER/PASSENGER     |         |      |
| T-1055464-A |      | 09/19/08 | SEYMOUR NEAR CHESTERFIELD     | SEAT BELT DRIVER/PASSENGER     |         |      |
| T-1055464-B |      | 09/19/08 | SEYMOUR NEAR CHESTERFIELD     | NO PROOF INSURANCE/POSSESE     |         |      |
| T-1055598   |      | 09/19/08 | MORRISH NEAR APPLECREEK       | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1074507   |      | 09/19/08 | MILLER AT MORRISH             | NO PLATE/FAIL TO DISPLAY/EXPII |         |      |
| T-1074508-A |      | 09/19/08 | INGALLS NEAR MORRISH          | EXPIRED PLATE                  |         |      |
| T-1074508-B |      | 09/19/08 | INGALLS NEAR MORRISH          | NO PROOF INSURANCE/POSSESE     |         |      |
| T-1074509   |      | 09/19/08 | MILLER NEAR HOLLAND           | IMPROPER LANE USE IN TURN/U-   |         |      |
| T-1074283   |      | 09/20/08 | MILLER NEAR WINSTON           | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1074510   |      | 09/20/08 | MILLER NEAR WINSTON           | OWI                            |         |      |
| T-1055488   |      | 09/20/08 | MORRISH NEAR FORTINO          | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1055489   |      | 09/20/08 | MILLER NEAR MORRISH           | SEAT BELT DRIVER/PASSENGER     |         |      |
| T-1055411   |      | 09/20/08 | MILLER AT I-69                | RIGHT OF WAY AT INTERSECTION   |         |      |
| T-1074284   |      | 09/20/08 | MILLER NEAR FAIRCHILD         | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1074088   |      | 09/21/08 | WINCHESTER VILLAGE – SEYMOUF  | EXCEEDED POSTED SPEED LIMIT    |         |      |

Ticket Charges Subtotal: 92

Fines Subtotal:

49

## Ticket Ledger Report

**Report Criteria:**

| Ticket Type | Officer | Start Date | End Date   |
|-------------|---------|------------|------------|
| Traffic     | All     | 09/01/2008 | 09/30/2008 |

| Number      | Name | Date     | Location              | Description                    | Officer | Fine |
|-------------|------|----------|-----------------------|--------------------------------|---------|------|
| T-1074089   |      | 09/22/08 | MORRISH AT MILLER     | SEAT BELT DRIVER/PASSENGER     |         |      |
| T-1074285   |      | 09/22/08 | MILLER NEAR TALLMADGE | TAIL LIGHTS (DEFECTIVE, IMPROI |         |      |
| T-1074286-A |      | 09/22/08 | MILLER NEAR TALLMADGE | OWI                            |         |      |
| T-1074286-B |      | 09/22/08 | MILLER NEAR TALLMADGE | TAIL LIGHTS (DEFECTIVE, IMPROI |         |      |
| T-1074286-C |      | 09/22/08 | MILLER NEAR TALLMADGE | SUSP/REVOKED/NEVER APPL.       |         |      |
| T-1074090   |      | 09/23/08 | BRISTOL NEAR HERITAGE | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1074287   |      | 09/23/08 | MORRISH AT I-69 RAMP  | FAILED TO YIELD LEFT TURN      |         |      |
| T-1055599-A |      | 09/24/08 | MILLER NEAR FORD      | HEADLIGHTS                     |         |      |
| T-1055599-B |      | 09/24/08 | MILLER NEAR FORD      | TAIL LIGHTS (DEFECTIVE, IMPROI |         |      |
| T-1055600   |      | 09/26/08 | MORRISH NEAR I-69     | OWI                            |         |      |
| T-1074511   |      | 09/26/08 | MILLER NEAR MORRISH   | SUSP/REVOKED/NEVER APPL.       |         |      |
| T-1074289-A |      | 09/27/08 | MILLER NEAR SECOND    | OWI                            |         |      |
| T-1074289-B |      | 09/27/08 | MILLER NEAR SECOND    | OPEN INTOX IN VEH.             |         |      |
| T-1074289-C |      | 09/27/08 | MILLER NEAR SECOND    | NO PROOF INSURANCE/POSSESE     |         |      |
| T-1074290   |      | 09/27/08 | I-69 NEAR MORRISH     | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1074291   |      | 09/27/08 | I-69 NEAR SEYMOUR     | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1074201   |      | 09/27/08 | BRISTOL NEAR MORRISH  | NO PROOF INSURANCE/POSSESE     |         |      |
| T-1074292   |      | 09/27/08 | I-69 NEAR SEYMOUR     | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1074293-A |      | 09/27/08 | I-69 NEAR SEYMOUR     | OWI                            |         |      |
| T-1074293-B |      | 09/27/08 | I-69 NEAR SEYMOUR     | RECKLESS DRIVING               |         |      |
| T-1074293-C |      | 09/27/08 | I-69 NEAR SEYMOUR     | OPEN INTOX IN VEH.             |         |      |
| T-1074091   |      | 09/28/08 | MILLER NEAR THIRD     | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1074512-A |      | 09/28/08 | MILLER NEAR MORRISH   | NO PLATE/FAIL TO DISPLAY/EXPII |         |      |
| T-1074512-B |      | 09/28/08 | MILLER NEAR MORRISH   | NO INSURANCE ON VEHICLE        |         |      |
| T-1074512-C |      | 09/28/08 | MILLER NEAR MORRISH   | FAIL TO SIGN REGISTRATION/NO   |         |      |
| T-1074514-A |      | 09/29/08 | MILLER NEAR SCHAFER   | SUSP/REVOKED/NEVER APPL.       |         |      |
| T-1074514-B |      | 09/29/08 | MILLER NEAR SCHAFER   | NO PROOF INSURANCE/POSSESE     |         |      |
| T-1074514-C |      | 09/29/08 | MILLER NEAR SCHAFER   | FAIL TO SIGN REGISTRATION/NO   |         |      |
| T-1074092   |      | 09/29/08 | BRISTOL NEAR HERITAGE | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1074294   |      | 09/29/08 | MILLER AT ELMS        | RIGHT OF WAY AT INTERSECTION   |         |      |
| T-1074295   |      | 09/29/08 | MORRISH NEA I-69      | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1074296-A |      | 09/29/08 | I-69 NEAR SEYMOUR     | EXCEEDED POSTED SPEED LIMIT    |         |      |
| T-1074296-B |      | 09/29/08 | I-69 NEAR SEYMOUR     | SUSP/REVOKED/NEVER APPL.       |         |      |
| T-1074093   |      | 09/30/08 | MILLER NEAR SEYMOUR   | NO PLATE/FAIL TO DISPLAY/EXPII |         |      |

Ticket Charges Total: 126

Fines Total:

## Uniform Crime Report

**Report Criteria:**

|                  |                |              |
|------------------|----------------|--------------|
| Start File Class | End File Class | Print Zeros? |
| 0100-0           | 9900-9         | Yes          |

| Class  | Description                         | SEPT 07 | SEPT 08 | YR TO DATE |
|--------|-------------------------------------|---------|---------|------------|
| 0100-0 | SOVEREIGNTY                         | 0       | 0       | 0          |
| 0200-0 | MILITARY                            | 0       | 0       | 0          |
| 0300-0 | IMMIGRATION                         | 0       | 0       | 0          |
| 0900-1 | MURDER/NON-NEGLIGENT MANSLAUGHTER   | 0       | 0       | 0          |
| 0900-2 | NEGLIGENT HOMICIDE/MANSLAUGHTER     | 0       | 0       | 0          |
| 0900-3 | NEG. HOMICIDE - VEHICLE/BOAT/SNOWM. | 0       | 0       | 0          |
| 0900-4 | JUSTIFIABLE HOMICIDE                | 0       | 0       | 0          |
| 1000-1 | KIDNAPPING/ABDUCTION                | 0       | 0       | 0          |
| 1000-2 | PARENTAL KIDNAPPING                 | 0       | 0       | 0          |
| 1100-1 | SEXUAL PENETR'N PENIS/VAGINA CSC1   | 0       | 1       | 2          |
| 1100-2 | SEXUAL PENETR'N PENIS/VAGINA CSC3   | 0       | 0       | 1          |
| 1100-3 | SEXUAL PENETRATION ORAL/ANAL CSC1   | 0       | 0       | 0          |
| 1100-4 | SEXUAL PENETRATION ORAL/ANAL CSC3   | 0       | 0       | 0          |
| 1100-5 | SEXUAL PENETRATION OBJECT CSC1      | 0       | 0       | 0          |
| 1100-6 | SEXUAL PENETRATION OBJECT CSC3      | 0       | 0       | 0          |
| 1100-7 | SEXUAL CONTACT FORCIBLE CSC2        | 0       | 0       | 0          |
| 1100-8 | SEXUAL CONTACT FORCIBLE CSC4        | 0       | 0       | 0          |
| 1200-0 | ROBBERY                             | 1       | 0       | 1          |
| 1300-1 | NONAGGRAVATED ASSAULT               | 9       | 7       | 45         |
| 1300-2 | AGGRAVATED/FELONIOUS ASSAULT        | 0       | 0       | 4          |
| 1300-3 | INTIMIDATION/STALKING               | 0       | 4       | 15         |
| 1400-0 | ABORTION                            | 0       | 0       | 0          |
| 2000-0 | ARSON                               | 0       | 1       | 2          |
| 2100-0 | EXTORTION                           | 0       | 0       | 0          |
| 2200-1 | BURGLARY - FORCED ENTRY             | 2       | 4       | 30         |
| 2200-2 | BURGLARY - ENTRY W/OUT FORCE(INTENT | 1       | 0       | 2          |
| 2200-3 | BURGLARY - UNLAWFUL ENTRY(NO INTENT | 0       | 0       | 0          |
| 2200-4 | POSSESSION OF BURGLARY TOOLS        | 0       | 0       | 0          |
| 2300-1 | LARCENY - POCKETPICKING             | 1       | 0       | 0          |
| 2300-2 | LARCENY - PURSE SNATCHING           | 0       | 0       | 1          |
| 2300-3 | LARCENY - THEFT FROM BUILDING       | 6       | 3       | 20         |
| 2300-4 | LARCENY - THEFT FROM COIN OPERATED  | 0       | 0       | 0          |
| 2300-5 | LARCENY - THEFT FROM MOTOR VEHICLE  | 3       | 3       | 21         |
| 2300-6 | LARCENY - THEFT OF M. VEHICLE PARTS | 0       | 0       | 5          |
| 2300-7 | LARCENY - OTHER                     | 4       | 9       | 38         |
| 2400-1 | MOTOR VEHICLE THEFT                 | 1       | 0       | 10         |
| 2400-2 | MOTOR VEHICLE AS STOLEN PROPERTY    | 0       | 0       | 0          |
| 2400-3 | MOTOR VEHICLE FRAUD                 | 0       | 0       | 0          |
| 2500-0 | FORGERY/COUNTERFEITING              | 2       | 1       | 2          |
| 2600-1 | FRAUD - FALSE PRETENSE/SWINDLE/CONF | 1       | 0       | 1          |
| 2600-2 | FRAUD - CREDIT CARD/ATM             | 0       | 0       | 6          |
| 2600-3 | FRAUD - IMPERSONATION               | 0       | 0       | 8          |
| 2600-4 | FRAUD - WELFARE                     | 0       | 0       | 0          |
| 2600-5 | FRAUD - WIRE                        | 0       | 0       | 0          |
| 2600-6 | FRAUD - BAD CHECKS                  | 0       | 0       | 2          |
| 2700-0 | EMBEZZLEMENT                        | 0       | 1       | 2          |
| 2800-0 | STOLEN PROPERTY                     | 0       | 0       | 0          |

## Uniform Crime Report

**Report Criteria:**

|                  |                |              |
|------------------|----------------|--------------|
| Start File Class | End File Class | Print Zeros? |
| 0100-0           | 9900-9         | Yes          |

| Class  | Description                         | SEPT 07 | SEPT 08 | YR TO DATE |
|--------|-------------------------------------|---------|---------|------------|
| 2900-0 | DAMAGE TO PROPERTY                  | 4       | 4       | 56         |
| 3000-1 | RETAIL FRAUD - MISREPRESENTATION    | 0       | 0       | 0          |
| 3000-2 | RETAIL FRAUD - THEFT                | 0       | 0       | 3          |
| 3000-3 | RETAIL FRAUD - REFUND/EXCHANGE      | 0       | 0       | 0          |
| 3500-1 | VIOLATION OF CONTROLLED SUBSTANCE   | 0       | 1       | 31         |
| 3500-2 | NARCOTIC EQUIPMENT VIOLATIONS       | 0       | 0       | 0          |
| 3600-1 | SEXUAL PENETR'N NONFORCIBLE BLOOD/A | 0       | 0       | 0          |
| 3600-2 | SEXUAL PENETR'N NONFORCIBLE OTHER   | 0       | 0       | 0          |
| 3600-3 | PEEPING TOM                         | 1       | 0       | 0          |
| 3600-4 | SEX OFFENSE - OTHER                 | 0       | 0       | 0          |
| 3700-0 | OBSCENITY                           | 0       | 0       | 0          |
| 3800-1 | FAMILY - ABUSE/NEGLECT NONVIOLENT   | 0       | 0       | 2          |
| 3800-2 | FAMILY - NONSUPPORT                 | 0       | 0       | 0          |
| 3800-3 | FAMILY - OTHER                      | 0       | 0       | 2          |
| 3900-1 | GAMBLING - BETTING/WAGERING         | 0       | 0       | 0          |
| 3900-2 | GAMBLING - OPERATING/PROMOTING/ASSI | 0       | 0       | 0          |
| 3900-3 | GAMBLING - EQUIPMENT VIOLATIONS     | 0       | 0       | 0          |
| 3900-4 | GAMBLING - SPORTS TAMPERING         | 0       | 0       | 0          |
| 4000-1 | COMMERCIALIZED SEX - PROSTITUTION   | 0       | 0       | 0          |
| 4000-2 | COMMERCIALIZED SEX- ASSISTING/PROMO | 0       | 0       | 0          |
| 4100-1 | LIQUOR LICENSE - ESTABLISHMENT      | 0       | 0       | 0          |
| 4100-2 | LIQUOR VIOLATIONS - OTHER           | 1       | 0       | 11         |
| 4200-0 | DRUNKENNESS                         | 0       | 0       | 0          |
| 4800-0 | OBSTRUCTING POLICE                  | 0       | 2       | 8          |
| 4900-0 | ESCAPE/FLIGHT                       | 0       | 0       | 0          |
| 5000-0 | OBSTRUCTING JUSTICE                 | 3       | 0       | 16         |
| 5100-0 | BRIBERY                             | 0       | 0       | 0          |
| 5200-1 | WEAPONS OFFENSE - CONCEALED         | 1       | 0       | 3          |
| 5200-2 | WEAPONS OFFENSE - EXPLOSIVES        | 1       | 0       | 0          |
| 5200-3 | WEAPONS OFFENSE - OTHER             | 0       | 0       | 1          |
| 5300-1 | DISORDERLY CONDUCT                  | 1       | 1       | 3          |
| 5300-2 | PUBLIC PEACE - OTHER                | 0       | 0       | 2          |
| 5400-1 | HIT & RUN MOTOR VEHICLE ACCIDENT    | 5       | 1       | 31         |
| 5400-2 | OUIL OR OUID                        | 3       | 12      | 33         |
| 5400-3 | DRIVING LAW VIOLATIONS              | 10      | 16      | 82         |
| 5500-0 | HEALTH AND SAFETY                   | 1       | 2       | 27         |
| 5600-0 | CIVIL RIGHTS                        | 0       | 0       | 0          |
| 5700-1 | TRESPASS                            | 0       | 0       | 0          |
| 5700-2 | INVASION OF PRIVACY - OTHER         | 0       | 0       | 0          |
| 5800-0 | SMUGGLING                           | 0       | 0       | 0          |
| 5900-0 | ELECTION LAWS                       | 0       | 0       | 0          |
| 6000-0 | ANTITRUST                           | 0       | 0       | 0          |
| 6100-0 | TAX/REVENUE                         | 0       | 0       | 0          |
| 6200-0 | CONSERVATION                        | 0       | 0       | 0          |
| 6300-0 | VAGRANCY                            | 0       | 0       | 0          |
| 7000-0 | JUVENILE RUNAWAY                    | 0       | 0       | 3          |
| 7300-0 | MISCELLANEOUS CRIMINAL OFFENSE      | 0       | 0       | 1          |



## Uniform Crime Report

**Report Criteria:**

|                  |                |              |
|------------------|----------------|--------------|
| Start File Class | End File Class | Print Zeros? |
| 0100-0           | 9900-9         | Yes          |

| Class  | Description                         | SEPT 07 | SEPT 08 | YR TO DATE |
|--------|-------------------------------------|---------|---------|------------|
| 7500-0 | SOLICITATION                        | 0       | 0       | 0          |
| 7700-0 | CONSPIRACY                          | 0       | 0       | 0          |
| 8900-1 | SERVICE OF COMMISSION PAPERS        | 0       | 0       | 0          |
| 8900-2 | UNAUTHORIZED TRANSPORTATION         | 0       | 0       | 0          |
| 8900-3 | VIOLATION OF RULES/REGISTRATION     | 0       | 0       | 0          |
| 8900-4 | WARRANTS                            | 0       | 0       | 0          |
| 8900-5 | MOTOR CARRIER SAFETY RULES          | 0       | 0       | 0          |
| 8900-6 | INSPECTIONS OF HOMES TO BE MOVED    | 0       | 0       | 0          |
| 8900-7 | MIGRANT AGRICULTURE WORKERS TRANSP  | 0       | 0       | 0          |
| 8900-9 | ALL OTHER MOTOR CARRIER VIOLATIONS  | 0       | 0       | 0          |
| 9100-1 | DELINQUENT MINOR                    | 0       | 0       | 0          |
| 9100-2 | RUNAWAYS                            | 0       | 0       | 0          |
| 9200-1 | DIVORCE AND SUPPORT                 | 0       | 0       | 0          |
| 9200-2 | INCAPACITATION                      | 0       | 0       | 0          |
| 9200-3 | WALK-AWAY - MENTAL INSTITUTIONS ETC | 0       | 0       | 0          |
| 9200-4 | ORDER FOR PICKUP AND EXAMINATION    | 0       | 0       | 0          |
| 9200-5 | CIVIL INFRACTION - ALCOHOL POSSES.  | 0       | 0       | 0          |
| 9300-1 | PROPERTY DAMAGE ACCIDENT/PI         | 12      | 10      | 78         |
| 9300-2 | NON-TRAFFIC PDA                     | 4       | 6       | 45         |
| 9300-3 | TRAFFIC VIOLATIONS/CIVIL INFRACTION | 0       | 0       | 0          |
| 9300-4 | TOWED VEHICLE                       | 3       | 1       | 12         |
| 9300-5 | TRAFFIC HAZARD/ABANDONED VEHICLE    | 0       | 0       | 0          |
| 9300-6 | TRAFFIC POLICING                    | 0       | 0       | 0          |
| 9400-1 | FALSE ALARM ACTIVATION              | 0       | 0       | 0          |
| 9400-2 | VALID ALARM ACTIVATION              | 0       | 0       | 0          |
| 9400-3 | REST AREA/ROADSIDE PARK VIOLATIONS  | 0       | 0       | 0          |
| 9500-1 | ACCIDENTAL FIRE                     | 0       | 0       | 0          |
| 9500-2 | ACCIDENTAL EXPLOSION                | 0       | 0       | 0          |
| 9500-4 | OPEN BURNING                        | 0       | 0       | 0          |
| 9500-6 | FIRE-HAZARDOUS CONDITIONS           | 0       | 0       | 0          |
| 9700-0 | ACCIDENTAL SHOOTING                 | 0       | 0       | 0          |
| 9700-5 | ACCIDENTAL DEATH-WATER              | 0       | 0       | 0          |
| 9700-6 | ACCIDENT - ALL OTHER                | 0       | 1       | 1          |
| 9800-2 | RECOVERED PROPERTY                  | 0       | 0       | 0          |
| 9800-3 | PROPERTY INSPECTION                 | 0       | 0       | 0          |
| 9800-4 | OTHER INSPECTIONS/WEAPONS           | 5       | 5       | 66         |
| 9800-5 | ALARMS                              | 0       | 0       | 0          |
| 9800-6 | CIVIL                               | 1       | 2       | 20         |
| 9800-7 | SUSPICIOUS SITUATION                | 2       | 2       | 18         |
| 9800-8 | LOST AND FOUND PROPERTY             | 1       | 3       | 26         |
| 9800-9 | OVERDOSE                            | 0       | 0       | 2          |
| 9900-1 | SUICIDE                             | 0       | 2       | 12         |
| 9900-2 | DOA - NATURAL                       | 0       | 0       | 5          |
| 9900-3 | MISSING PERSON                      | 0       | 0       | 1          |
| 9900-7 | SAFEKEEPING                         | 0       | 0       | 0          |
| 9900-8 | DEPARTMENTAL ASSIST                 | 1       | 0       | 15         |
| 9900-9 | GENERAL - NON CRIMINAL              | 10      | 10      | 84         |

## Uniform Crime Report

Report Criteria:

| Start File Class | End File Class | Print Zeros? |
|------------------|----------------|--------------|
| 0100-0           | 9900-9         | Yes          |

| Class   | Description | SEPT 07 | SEPT 08 | YR TO DATE |
|---------|-------------|---------|---------|------------|
| Totals: |             | 101     | 115     | 918        |

# *City of Swartz Creek*

## Department of Police

**Chief Rick C. Clolinger**

8100-A Civic Drive

Swartz Creek, Michigan 48473

Phone: (810)-635-4401

Fax: (810)-635-3728

September 29, 2008

Mr. Dominic Foster  
Genesys Ambulance  
3921 Beecher Rd  
Flint, MI 48532

Dear Mr. Foster,

Please convey my thanks and appreciation to the members of your organization that assisted with the evacuation and transfer of residence from the Pines of Swartz Creek Assisted Living facility following the fire there on Thursday, September 25, 2008. The residents, many of whom were weak and unable to walk without assistance, were cared for and reassured by the multitude of emergency personnel at the scene, including your personnel. By everyone's account, the evacuation and transfer was conducted extremely orderly and without incident.

A situation that could have developed into a major critical incident, fortunately, did not. None the less, the incident did provide an opportunity to evaluate the ability of local jurisdictions and agencies to respond and work in a cooperative spirit to bring the incident to a successful and safe conclusion.

Once again, please convey my appreciation to those individuals who responded to this incident, for a job well done.

Sincerely,

Rick Clolinger  
Chief of Police

# *City of Swartz Creek*

## Department of Police

**Chief Rick C. Clolinger**

8100-A Civic Drive

Swartz Creek, Michigan 48473

Phone: **(810)-635-4401**

Fax: **(810)-635-3728**

September 28, 2008

Sheriff Robert Pickell  
1002 S. Saginaw St.  
Flint, MI 48502

Dear Sheriff,

Please convey my thanks and appreciation to the members of your Department that assisted with the evacuation and transfer of residence from the Pines of Swartz Creek Assisted Living facility following the fire there on Thursday, September 25, 2008. The residents, many of whom were weak and unable to walk without assistance, were cared for and reassured by the multitude of emergency personnel at the scene, including your deputies. By everyone's account, the evacuation and transfer was conducted extremely orderly and without incident.

A situation that could have developed into a major critical incident, fortunately, did not. None the less, the incident did provide an opportunity to evaluate the ability of local jurisdictions to respond and work in a cooperative spirit to bring the incident to a successful and safe conclusion.

Once again, please convey my appreciation to Sgt. Dave Krish and Deputy Tim Light for a job well done.

Sincerely,

Rick Clolinger  
Chief of Police

# *City of Swartz Creek*

## Department of Police

*Chief Rick C. Clolinger*

8100-A Civic Drive

Swartz Creek, Michigan 48473

Phone: (810)-635-4401

Fax: (810)-635-3728

September 30, 2008

Ms. Janet Hamm  
American Red Cross  
1401 S. Grand Traverse  
Flint, MI 48503

Dear Ms. Hamm,

Please convey my thanks and appreciation to the members of your organization that assisted with the evacuation and transfer of residence from the Pines of Swartz Creek Assisted Living facility following the fire there on Thursday, September 25, 2008. The residents, many of whom were weak and unable to walk without assistance, were cared for and reassured by the multitude of emergency personnel at the scene, including your personnel. By everyone's account, the evacuation and transfer was conducted extremely orderly and without incident.

A situation that could have developed into a major critical incident, fortunately, did not. None the less, the incident did provide an opportunity to evaluate the ability of local jurisdictions and agencies to respond and work in a cooperative spirit to bring the incident to a successful and safe conclusion.

Once again, please convey my appreciation to those individuals who responded to this incident, for a job well done.

Sincerely,

Rick Clolinger  
Chief of Police

# *City of Swartz Creek*

## Department of Police

*Chief Rick C. Clolinger*

8100-A Civic Drive

Swartz Creek, Michigan 48473

Phone: (810)-635-4401

Fax: (810)-635-3728

September 29, 2008

Chief Brent Cole  
Swartz Creek Area Fire Department  
8100-B Civic Drive  
Swartz Creek, MI 48473

Dear Brent,

Please convey my thanks and appreciation to the members of your Department that responded to the structure fire at the Pines of Swartz Creek Assisted Living facility on Thursday, September 25, 2008. The residents, many of whom were weak and unable to walk without assistance, were cared for and reassured by the multitude of emergency personnel at the scene, while your personnel attended to the most immediate issue of extinguishing the fire. By everyone's account, the entire incident was handled extremely orderly and without incident.

A situation that could have developed into a major critical incident, fortunately, did not. None the less, the incident did provide an opportunity to evaluate the ability of local jurisdictions and agencies to respond and work in a cooperative effort to bring the incident to a successful and safe conclusion.

Once again, please convey my appreciation to those firefighters who responded to this incident, for a job well done.

Sincerely,

Rick Clolinger  
Chief of Police

# *City of Swartz Creek*

## Department of Police

*Chief Rick C. Clolinger*

8100-A Civic Drive

Swartz Creek, Michigan 48473

Phone: (810)-635-4401

Fax: (810)-635-3728

September 29, 2008

Mr. Mark Lund  
STAT EMS LLC  
520 W. Third St  
Flint, MI 48503-2668

Dear Mr. Lund,

Please convey my thanks and appreciation to the members of your organization that assisted with the evacuation and transfer of residence from the Pines of Swartz Creek Assisted Living facility following the fire there on Thursday, September 25, 2008. The residents, many of whom were weak and unable to walk without assistance, were cared for and reassured by the multitude of emergency personnel at the scene, including your personnel. By everyone's account, the evacuation and transfer was conducted extremely orderly and without incident.

A situation that could have developed into a major critical incident, fortunately, did not. None the less, the incident did provide an opportunity to evaluate the ability of local jurisdictions and agencies to respond and work in a cooperative spirit to bring the incident to a successful and safe conclusion.

Once again, please convey my appreciation to those individuals who were assigned to Unit ST 3 on the above date, for a job well done.

Sincerely,

Rick Clolinger  
Chief of Police

# *City of Swartz Creek*

## Department of Police

*Chief Rick C. Clolinger*

8100-A Civic Drive

Swartz Creek, Michigan 48473

Phone: (810)-635-4401

Fax: (810)-635-3728

September 28, 2008

Chief Chuck Melki  
Clayton Township Police Department  
2011 S. Morrish Rd.  
Swartz Creek, MI 48473

Dear Chuck,

Please convey my thanks and appreciation to the members of your Department that assisted with the evacuation and transfer of residence from the Pines of Swartz Creek Assisted Living facility following the fire there on Thursday, September 25, 2008. The residents, many of whom were weak and unable to walk without assistance, were cared for and reassured by the multitude of emergency personnel at the scene, including your officers. By everyone's account, the evacuation and transfer was conducted extremely orderly and without incident.

A situation that could have developed into a major critical incident, fortunately, did not. None the less, the incident did provide an opportunity to evaluate the ability of local jurisdictions to respond and work in a cooperative spirit to bring the incident to a successful and safe conclusion.

Once again, please convey my appreciation to Cpl. Charlotte Brown and Res. Officer Roy Hatchet for a job well done.

Sincerely,

Rick Clolinger  
Chief of Police



# *City of Swartz Creek*

## Department of Police

**Chief Rick C. Clolinger**

8100-A Civic Drive

Swartz Creek, Michigan 48473

Phone: (810)-635-4401

Fax: (810)-635-3728

September 28, 2008

Mr. & Mrs. Jim Florence  
4296 Springbrook Drive  
Swartz Creek, MI 48473

Dear Jim and Jean,

Please accept my thanks and appreciation for your assistance with the transfer of residence from the Pines of Swartz Creek Assisted Living facility following the fire there on Thursday, September 25, 2008. The residents, many of whom were weak and unable to walk without assistance, were cared for and reassured by the multitude of emergency personnel at the scene, while the two of you opened and prepared the Senior Center to receive those residents displaced by the incident. By everyone's account, the evacuation and transfer was conducted extremely orderly and without incident.

A situation that could have developed into a major critical incident, fortunately, did not. None the less, the incident did provide an opportunity to evaluate the ability of local jurisdictions and agencies to respond and work in a cooperative spirit to bring the incident to a successful and safe conclusion.

Once again, thank you for your quick response and assistance and for your service to the senior citizens of our community.

Sincerely,

Rick Clolinger  
Chief of Police

# *City of Swartz Creek*

## Department of Police

**Chief Rick C. Clolinger**

8100-A Civic Drive

Swartz Creek, Michigan 48473

Phone: (810)-635-4401

Fax: (810)-635-3728

September 29, 2008

Mr. Rick R. Lamb  
Swartz Ambulance Service Inc.  
G1225 W. Hill Rd.  
Flint, MI 48507

Dear Mr. Lamb,

Please convey my thanks and appreciation to the members of your organization that assisted with the evacuation and transfer of residence from the Pines of Swartz Creek Assisted Living facility following the fire there on Thursday, September 25, 2008. The residents, many of whom were weak and unable to walk without assistance, were cared for and reassured by the multitude of emergency personnel at the scene, including your personnel. By everyone's account, the evacuation and transfer was conducted extremely orderly and without incident.

A situation that could have developed into a major critical incident, fortunately, did not. None the less, the incident did provide an opportunity to evaluate the ability of local jurisdictions and agencies to respond and work in a cooperative spirit to bring the incident to a successful and safe conclusion.

Once again, please convey my appreciation to those individuals who were assigned to Units SW 2, SW 6 and SW 7 on the above date, for a job well done.

Sincerely,

Rick Clolinger  
Chief of Police

09/26/2008  
09:11 am

CHECK REGISTER FOR  
CHECK DATE FROM 09/01/2008 - 09/30/2008  
Bank GEN

PAGE 1

| Check Date | Bank/Check # | Name                               | Description                             | Amount        | Voided? |
|------------|--------------|------------------------------------|---|---------------|---------|
| 9/4/2008   | GEN 30888    | A+ELECRICAL SUPPLY                 | MED BASE HPS LMP                        | 37.84         |         |
|            |              |                                    | LIGHT BULBS                             | 41.50         |         |
|            |              |                                    |   | <u>79.34</u>  |         |
| 9/4/2008   | GEN 30889    | ADVANCE GLOVE AND SAFETY CO        | SAFETY VESTS/RAINGEAR                   | 127.60        |         |
| 9/4/2008   | GEN 30890    | AICPA                              | STATE & LOCAL GOVERNMENTS 2008          | 0.00          | V       |
| 9/4/2008   | GEN 30891    | ARROW UNIFORM RENTAL               | UNIFORMS, MATS, SUPPLIES, ENV.          | 169.47        |         |
|            |              |                                    | MATS, UNIFORMS                          | 27.56         |         |
|            |              |                                    |   | <u>197.03</u> |         |
| 9/4/2008   | GEN 30892    | BASIC                              | COPAY/OFF VISIT/NICHOLS/ESKEW           | 42.17         |         |
| 9/4/2008   | GEN 30893    | BRADYS BUSINESS SYSTEMS            | 8/27-11/27/08 MTCE                      | 330.80        |         |
| 9/4/2008   | GEN 30894    | C & H CONSTRUCTION CO INC          | REPLACE ASPHALT 6419 BRISTOL            | 1,450.00      |         |
| 9/4/2008   | GEN 30895    | CARROT-TOP INDUSTRIES              | POSTS AND BASE/PLASTIC CHAIRS           | 660.28        |         |
| 9/4/2008   | GEN 30896    | CITY OF SWARTZ CREEK               | REIMB PETTY CASH/PROJECT FRESH          | 6.00          |         |
| 9/4/2008   | GEN 30897    | DEE CRAMER                         | REPAIR AIR CONDITIONER/SR CTR.- LIBRARY | 604.49        |         |
| 9/4/2008   | GEN 30898    | DELTA DENTAL PLAN                  | SEPT 08 DENTAL - RETIREES (3)           | 157.93        |         |
| 9/4/2008   | GEN 30899    | DURAND RENTALS                     | 2 PORTA JONS ELMS PARK/TIPPED OVER 7/26 | 190.00        |         |
| 9/4/2008   | GEN 30900    | EVELYN POLASEK & KATHLEEN POLASEK  | TAX OVERPAYMENT 58-31-526-001           | 1.00          |         |
| 9/4/2008   | GEN 30901    | J&S LANDSCAPE CONSTRUCTION AND SEI | MOW & TRIM CITY PROPERTIES              | 900.00        |         |
| 9/4/2008   | GEN 30902    | JAMIE TERRELL                      | MILEAGE REIMB 8/4-8/29/08               | 35.10         |         |
| 9/4/2008   | GEN 30903    | NEMER ENTERPRISES LLC              | TAX OVERPAYMENT 58-02-200-033           | 12.22         |         |
| 9/4/2008   | GEN 30904    | S.L.C. METER SERVICE               | 2 METERS                                | 1,084.82      |         |
| 9/4/2008   | GEN 30905    | SUBURBAN AUTO SUPPLY               | BRAKES/OIL FILTER                       | 40.89         |         |
| 9/4/2008   | GEN 30906    | SW CREEK AREA CHAMBER OF COMMERC   | BUSINESS MEMBERSHIP                     | 150.00        |         |
| 9/4/2008   | GEN 30907    | VALLEY PETROLEUM                   | AUG 08 FUEL USAGE - POLICE              | 2,534.91      |         |
| 9/4/2008   | GEN 30908    | VALLEY PETROLEUM                   | AUG 08 FUEL USAGE - DPW                 | 1,214.29      |         |
| 9/11/2008  | GEN 30909    | ACE ASPHALT & PAVING CO INC        | HOT PATCH                               | 399.95        |         |
| 9/11/2008  | GEN 30910    | AICPA                              | STATE & LOCAL GOVERNMENTS 2008          | 59.88         |         |
| 9/11/2008  | GEN 30911    | ARROW UNIFORM RENTAL               | MATS, SUPPLIES                          | 28.95         |         |

|           |           |                       |  |               |
|-----------|-----------|-----------------------|--|---------------|
|           |           |                       | UNIFORMS, MATS, SUPPLIES, ENV.         | <u>169.47</u> |
|           |           |                       |  | 198.42        |
| 9/11/2008 | GEN 30912 | AT & T                | 9/1-9/30/08 810-R01-8443-014 3         | 16.40         |
| 9/11/2008 | GEN 30913 | AT & T                | 9/1-9/30/08 810 R01-7836 523 0 LEIN    | 53.80         |
| 9/11/2008 | GEN 30914 | BADGLEY CONSTRUCTION  | PHASE 1 NON-MOTORZD TRLWY/SAND COST N  | 8,606.25      |
|           |           |                       | FILL SAND FOR ELMS PARK SIDEWALK       | <u>480.00</u> |
|           |           |                       |  | 9,086.25      |
| 9/11/2008 | GEN 30915 | CITY OF SWARTZ CREEK  | REIMB PETTY CASH                       | 101.53        |
| 9/11/2008 | GEN 30916 | CONSUMERS ENERGY      | 8/5-9/3/08 4125 ELMS RD                | 37.52         |
| 9/11/2008 | GEN 30917 | CONSUMERS ENERGY      | 8/5-9/3/08 4125 ELMS RD PAVILION       | 24.59         |
| 9/11/2008 | GEN 30918 | CONSUMERS ENERGY      | 8/1-8/29/08 4438 MORRISH               | 15.00         |
| 9/11/2008 | GEN 30919 | CONSUMERS ENERGY      | 8/1-8/31/08 TRAFFIC LIGHTS             | 312.93        |
| 9/11/2008 | GEN 30920 | CONSUMERS ENERGY      | 8/1-8/31/08 SIRENS                     | 19.38         |
| 9/11/2008 | GEN 30921 | CONSUMERS ENERGY      | 8/1-8/31/08 ELMS PARKING LOT           | 14.15         |
| 9/11/2008 | GEN 30922 | CONSUMERS ENERGY      | 8/1-8/31/08 STREET LIGHTS              | 8,729.69      |
| 9/11/2008 | GEN 30923 | CONSUMERS ENERGY      | 8/2-9/2/08 8100 CIVIC DR.              | 864.25        |
| 9/11/2008 | GEN 30924 | CONSUMERS ENERGY      | 8/1-8/29/08 5361 WINSHALL DR           | 15.00         |
| 9/11/2008 | GEN 30925 | CONSUMERS ENERGY      | 8/2-9/2/08 8095 CIVIC DR               | 915.66        |
| 9/11/2008 | GEN 30926 | CONSUMERS ENERGY      | 8/1-9/2/08 9099 MILLER RD              | 25.15         |
| 9/11/2008 | GEN 30927 | CONSUMERS ENERGY      | 8/2-9/2/08 8083 CIVIC DR               | 855.88        |
| 9/11/2008 | GEN 30928 | CONSUMERS ENERGY      | 8/1-8/31/08 4524 MORRISH RD            | 26.97         |
| 9/11/2008 | GEN 30929 | CONSUMERS ENERGY      | 8/2-9/2/08 8011 MILLER RD              | 15.00         |
| 9/11/2008 | GEN 30930 | CONSUMERS ENERGY      | 8/2-9/2/08 8059 FORTINO DR             | 65.64         |
| 9/11/2008 | GEN 30931 | CONSUMERS ENERGY      | 8/2-8/29/08 8499 MILLER RD             | 17.69         |
| 9/11/2008 | GEN 30932 | CONSUMERS ENERGY      | 8/1-8/29/08 WINSHALL RESTROOMS         | 27.06         |
| 9/11/2008 | GEN 30933 | CONSUMERS ENERGY      | 8/1-8/29/08 5121 MORRISH RD            | 226.85        |
| 9/11/2008 | GEN 30934 | CONSUMERS ENERGY      | 8/1-8/29/08 5127 MORRISH RD            | 19.14         |
| 9/11/2008 | GEN 30935 | CONSUMERS ENERGY      | 8/1-8/29/08 5257 WINSHALL DR           | 15.00         |
| 9/11/2008 | GEN 30936 | CONSUMERS ENERGY      | 8/2-8/29/08 8301 CAPPY LN              | 199.64        |
| 9/11/2008 | GEN 30937 | CRYSTAL WATER COMPANY | AUG 08 RENTAL/4 JUGS                   | 36.00         |
| 9/11/2008 | GEN 30938 | GILL ROYS HARDWARE    | FOAM WASP KILLER/ELMS PARK             | 11.98         |
|           |           |                       | FILTER FOR CITY HALL                   | 27.96         |
|           |           |                       | NUTS, BOLTS, SCREWS                    | 11.75         |
|           |           |                       | SINGLE CUT KEY                         | 7.16          |
|           |           |                       | SPADE BIT/EYE BOLT                     | 14.06         |
|           |           |                       | FOAM WASP/YJ KILLER/WINSHALL PARK AREA | 23.96         |

|           |           |                                    |   |               |
|-----------|-----------|------------------------------------|---|---------------|
|           |           |                                    | NUTS/BOLTS/SCREWS/BIT HOLDER/SCREW DR   | 8.78          |
|           |           |                                    | UPS MOVIE RETURN                        | 1.00          |
|           |           |                                    | QUICK LINK/SAFETY HOOK                  | 37.80         |
|           |           |                                    | NYLON ROPE                              | 65.55         |
|           |           |                                    | CLEANERS/BOWL BRUSH/GLADE/AIR FRESHEN   | 12.26         |
|           |           |                                    | BAR & CHAIN OIL/2-CYCLE OIL             | 15.08         |
|           |           |                                    | 48 INCH 40 WATT FLOUR TUBE LIGHT        | 11.18         |
|           |           |                                    | SOAP/CLEANERS/AIR FRESHENER/SUNGLASSE   | 55.95         |
|           |           |                                    | BELL HANGER BIT                         | 6.98          |
|           |           |                                    | SINGLE CUT KEYS/WATER TOWER             | 8.95          |
|           |           |                                    | D ALKALINE BATTERIES                    | 10.36         |
|           |           |                                    | SHIPPING/WOOD CHIPPING BLADES           | 11.52         |
|           |           |                                    | LEATHER BROWN SPRAY PAINT               | 15.84         |
|           |           |                                    |   | <u>358.12</u> |
| 9/11/2008 | GEN 30939 | HYDRO DESIGNS                      | WATER CROSS CONNECTION COMPLIA          | 375.00        |
| 9/11/2008 | GEN 30940 | J&S LANDSCAPE CONSTRUCTION AND SEI | MOW 4197 BIRCH LN/5374 DURWOOD          | 300.00        |
|           |           |                                    | MOW & TRIM CITY PROPERTIES              | <u>950.00</u> |
|           |           |                                    |   | 1,250.00      |
| 9/11/2008 | GEN 30941 | MC & E/ELECTION SOURCE             | ELECTION SIGNS                          | 204.77        |
| 9/11/2008 | GEN 30942 | MID MICHIGAN MANUFACTURING         | REPAIRED PHONE INSIDE/ALARM SYSTM AT ST | 360.00        |
| 9/11/2008 | GEN 30943 | RICHARD ABRAMS                     | SMALL CITIES MTG/DINNER                 | 40.85         |
| 9/11/2008 | GEN 30944 | ROWE INC                           | ENVIRONMENTAL REVIEW RAUBINGER RD       | 853.00        |
| 9/11/2008 | GEN 30945 | RWS OF MID MICHIGAN                | GARBAGE/RECYCLING/YARD WASTE FY09       | 18,515.97     |
|           |           |                                    | FUEL/ENVIRO FEE                         | <u>539.28</u> |
|           |           |                                    |   | 19,055.25     |
| 9/11/2008 | GEN 30946 | SCHAEFER'S OFFICE SOURCE           | TISSUE & KITCHEN TOWELS                 | 187.38        |
| 9/11/2008 | GEN 30947 | SHAW CONTRACTING CO                | MILLER & ELMS SPRINKLER SYSTEM          | 3,171.88      |
| 9/11/2008 | GEN 30948 | STATE OF MICHIGAN-DEQ WTR          | DRINKING WATER LAB TESTING              | 192.00        |
| 9/11/2008 | GEN 30949 | SUBURBAN AUTO SUPPLY               | FLUID FILM (SPRAY CAN)                  | 7.99          |
| 9/11/2008 | GEN 30950 | SWARTZ CREEK AREA FIRE DEPT.       | AUG 08 MONTHLY RUNS                     | 1,665.54      |
| 9/11/2008 | GEN 30951 | VERIZON NORTH                      | 8/25-9/25/08 635-8109                   | 52.33         |
| 9/18/2008 | GEN 30952 | ALLIE BROTHERS INC                 | NAME TAG/BLAKE HIBEN                    | 10.95         |
| 9/18/2008 | GEN 30953 | ALLIED RENT-ALL                    | RENT ROLLER & TRAILER                   | 255.00        |

|           |           |                                |  |               |
|-----------|-----------|--------------------------------|--|---------------|
|           |           |                                | 50 FT TOWABLE LIFT                       | <u>150.00</u> |
|           |           |                                |  | 405.00        |
| 9/18/2008 | GEN 30954 | AMERICAN MESSAGING             | 9/15-10/14/08 810-833-5263 810-833-1159  | 21.96         |
| 9/18/2008 | GEN 30955 | ARROW UNIFORM RENTAL           | MATS, SUPPLIES                           | 28.95         |
|           |           |                                | UNIFORMS, MATS, SUPPLIES, ENV.           | <u>169.47</u> |
|           |           |                                |  | 198.42        |
| 9/18/2008 | GEN 30956 | BADGLEY CONSTRUCTION           | PHASE 1 NON-MOTORZD TRLWY/SAND COST N    | 6,196.50      |
| 9/18/2008 | GEN 30957 | BASIC                          | COPAY/OFFICE VISIT/KORTH/SVRCEK          | 207.37        |
| 9/18/2008 | GEN 30958 | CITY OF SWARTZ CREEK           | REIMB PETTY CASH/PROJECT FRESH           | 100.00        |
| 9/18/2008 | GEN 30959 | CREEK AUTO SERVICES LLC        | MONTHLY MAINT 07-375                     | 28.95         |
|           |           |                                | MONTHLY MAINT 05-275                     | <u>28.95</u>  |
|           |           |                                |  | 57.90         |
| 9/18/2008 | GEN 30960 | ELITE BUSINESS PRODUCTS        | OFFICE SUPPLIES                          | 29.78         |
| 9/18/2008 | GEN 30961 | FLINT JOURNAL                  | AD FOR SNOW PLOW BIDS                    | 79.50         |
| 9/18/2008 | GEN 30962 | GENESEE CTY DRAIN COMMISSIONER | WATER SUPPLY STYSTM #1 REFUNDING         | 30.65         |
| 9/18/2008 | GEN 30963 | GENESEE CTY DRAIN COMMISSIONER | W T EXT PSE II/SERIES 06/NOVEMBER        | 15,441.60     |
| 9/18/2008 | GEN 30964 | GENESEE VALLEY VAULT INC.      | GRAVE OPENING/REMBOWSKI 9/13/08          | 525.00        |
| 9/18/2008 | GEN 30965 | HEADSETS.COM                   | EARLOOP - SEC. HEADSET                   | 5.95          |
| 9/18/2008 | GEN 30966 | HSBC BUSINESS SOLUTIONS        | POWERSHRED 120C-2 SHREDDER               | 428.19        |
| 9/18/2008 | GEN 30967 | INFINITE SOLUTIONS             | PRINTER PROBLEM/PATCHED & UPDATED SER    | 75.00         |
| 9/18/2008 | GEN 30968 | IPWDA                          | 2008 NATIONAL WORKSHOP/K-9 TRAINING      | 225.00        |
| 9/18/2008 | GEN 30969 | MEDLAW LLC                     | BLOOD DRAW/BILL TAGESON                  | 90.00         |
| 9/18/2008 | GEN 30970 | NATIONAL PATENT ANALYTICAL SYS | MAINT AGRMNT DATA MASTER 10/1/08-9/30/09 | 898.48        |
| 9/18/2008 | GEN 30971 | NEXTEL COMMUNICATIONS          | AUG 08 MONTHLY BILL                      | 552.79        |
| 9/18/2008 | GEN 30972 | SIMEN FIGURA & PARKER PLC      | AUG 08 GEN'L/TRAFFIC/ORDIN/UTIL POLES    | 2,964.00      |
| 9/18/2008 | GEN 30973 | SLINGERLAND CHRYSLER DODGE     | 2008 DODGE CHARGER                       | 20,501.76     |
| 9/18/2008 | GEN 30974 | SOUPAL CLEANERS                | MONTHLY UNIFORM CLEANING AUG 08          | 105.50        |
| 9/18/2008 | GEN 30975 | STATE OF MICHIGAN              | LIC. PLATE NEW VEHICLE 09-401            | 10.00         |
| 9/18/2008 | GEN 30976 | UNUM LIFE INSURANCE            | OCT. 08 LIFE INS. SHANNON/SNELL          | 12.05         |
| 9/18/2008 | GEN 30977 | VERIZON NORTH                  | 9/1-10/1/08 635-4401                     | 204.04        |
| 9/18/2008 | GEN 30978 | VERIZON NORTH                  | 9/4-10/4/08 635-4402                     | 123.90        |
| 9/18/2008 | GEN 30979 | WALDORF AND SONS INC           | AUGER AMBULANCE STATION                  | 152.50        |
| 9/25/2008 | GEN 30980 | ACE ASPHALT & PAVING CO INC    | HOT PATCH                                | 933.38        |

|           |           |                                    |  |                 |
|-----------|-----------|------------------------------------|--|-----------------|
|           |           |                                    | HOT PATCH                                | <u>536.28</u>   |
|           |           |                                    |  | 1,469.66        |
| 9/25/2008 | GEN 30981 | AMERICAN WATER WORKS ASSOC         | MEMBRSHIP DUES/R. GARDNER/8-1-08-7/31/09 | 150.00          |
| 9/25/2008 | GEN 30982 | APPLIED INDUSTRIAL                 | SPRAY LUBRICANT                          | 105.45          |
| 9/25/2008 | GEN 30983 | ARROW UNIFORM RENTAL               | MATS, SUPPLIES                           | 28.95           |
|           |           |                                    | UNIFORMS, MATS, SUPPLIES, ENV.           | <u>187.92</u>   |
|           |           |                                    |  | 216.87          |
| 9/25/2008 | GEN 30984 | BLUE CARE NETWORK-EAST MI          | OCT 08 MED INS BLOSS                     | 539.85          |
|           |           |                                    | OCT 08 MED INS KELLY                     | 539.85          |
|           |           |                                    | OCT 08 MED INS PETRUCHA                  | <u>1,241.68</u> |
|           |           |                                    |  | 2,321.38        |
| 9/25/2008 | GEN 30985 | CITY OF SWARTZ CREEK               | REIMB PETTY CASH/PROJECT FRESH           | 108.00          |
| 9/25/2008 | GEN 30986 | COMCAST BUSINESS                   | 9/25-10/25/08 SERVICES                   | 165.00          |
| 9/25/2008 | GEN 30987 | DAWN RAQUEPAW                      | ELMS PARK PAVILION RSRVN REFUND 9/27/08  | 75.00           |
| 9/25/2008 | GEN 30988 | DELTA DENTAL PLAN                  | OCT 08 DENTAL - RETIREES (3)             | 157.93          |
| 9/25/2008 | GEN 30989 | DURAND RENTALS                     | 2 PORTAJONS/ELMS PARK                    | 150.00          |
| 9/25/2008 | GEN 30990 | FLINT AREA NARCOTICS GROUP         | 2008/2009 FANG DUES                      | 8,367.38        |
| 9/25/2008 | GEN 30991 | GOV'T FINANCE OFFICERS ASSOC.      | M JO CLARK MBRSHIP 10/1/08-9/30/09       | 165.00          |
| 9/25/2008 | GEN 30992 | INFINITE SOLUTIONS                 | POWER SUPPLY FAN/HP LASERJET 9000N       | 40.00           |
|           |           |                                    | PATCHED SERVER                           | <u>225.00</u>   |
|           |           |                                    |  | 265.00          |
| 9/25/2008 | GEN 30993 | J&S LANDSCAPE CONSTRUCTION AND SEI | MOW & TRIM CITY PROPERTIES               | 950.00          |
|           |           |                                    | MOW & TRIM CITY PROPERTIES               | <u>900.00</u>   |
|           |           |                                    |  | 1,850.00        |
| 9/25/2008 | GEN 30994 | KHALIL NEMER                       | OCT 08 MONTHLY RENT 5438 MILLER AMB BLDG | 758.34          |
| 9/25/2008 | GEN 30995 | LANDMARK APPRAISAL CO              | SEPT 08 MONTHLY SERVICE                  | 2,188.75        |
| 9/25/2008 | GEN 30996 | MICHIGAN PIPE AND VALVE            | VALVE BOX RISER ADJ 12                   | 42.51           |

|   |           |                              |                                  |              |
|---|-----------|------------------------------|----------------------------------|--------------|
|   |           |                              | VALVE BOX RISER ADJ 9            | 36.97        |
|   |           |                              | VALVE BOX TOP SEC 16             | <u>23.30</u> |
|   |           |                              |                                  | 102.78       |
| 9/25/2008                                 | GEN 30997 | PLANTE & MORAN PLLC          | FY 08 AUDIT SERVICES             | 9,950.00     |
| 9/25/2008                                 | GEN 30998 | PUMMELL BUSINESS FORMS INC   | WATER BILLS                      | 593.87       |
| 9/25/2008                                 | GEN 30999 | SCHAEFER'S OFFICE SOURCE     | 15 GALLON LINERS                 | 37.45        |
|   |           |                              | 55 GALLON LINERS                 | <u>93.74</u> |
|   |           |                              |                                  | 131.19       |
| 9/25/2008                                 | GEN 31000 | STATE OF MICHIGAN DEPT TRANS | ELMS RD PROJECT/PROGRESS BILL 1  | 66,627.74    |
| 9/25/2008                                 | GEN 31001 | STATE OF MICHIGAN DEPT TRANS | ELMS RD PROJECT/PROGRESS BILL #2 | 2,090.10     |
| 9/25/2008                                 | GEN 31002 | VERIZON NORTH                | 9/7-10/7/08 B10-1133             | 161.10       |
| 9/25/2008                                 | GEN 31003 | VERIZON NORTH                | 9/10-10/10/08 635-4464           | 479.15       |
| 9/25/2008                                 | GEN 31004 | VERIZON NORTH                | 9/13-10/13/08 635-4495           | <u>50.89</u> |
| TOTAL OF 117 Checks:<br>(1 Checks Voided) |           |                              |                                  | 208,341.77   |



**Public Works**  
**Monthly Work Orders**  
10/03/08

| Work Order #<br>Work Order Status | Location ID         | Customer Name<br>Service Address           | Date Recd<br>Date Comp | Type              |
|-----------------------------------|---------------------|--|------------------------|-------------------|
| CHIP08-0005<br>Finished           | EL10-003424-0000-01 | ROBERTS, WILLIAM D<br>3424 ELMS RD         | 09/29/08<br>09/30/08   | TREE CHIPPING     |
| CKME08-0005<br>Scheduled          | EL10-003486-0000-02 | CANFIELD, NINA<br>3486 ELMS RD             | 09/29/08               | CHECK METER       |
| DRAN08-0001<br>Finished           | WI10-005182-0000-01 | ALEXANDER, LINDA J<br>5182 WINSHALL DR     | 09/22/08<br>09/22/08   | STORM DRAINS      |
| ELEC08-0005<br>Finished           | CI10-008083-0000-01 | CITY OF SWARTZ CREEK<br>8083 CIVIC DR      | 09/19/08<br>09/19/08   | ELEC SETUP/TAKEDO |
| FLAG08-0004<br>Finished           | CI10-008083-0000-01 | CITY OF SWARTZ CREEK<br>8083 CIVIC DR      | 09/15/08<br>09/16/08   | LOWER/RAISE FLAG  |
| FLAG08-0005<br>Finished           | CI10-008083-0000-01 | CITY OF SWARTZ CREEK<br>8083 CIVIC DR      | 09/19/08<br>09/19/08   | LOWER/RAISE FLAG  |
| FLAG08-0006<br>Finished           | CI10-008083-0000-01 | CITY OF SWARTZ CREEK<br>8083 CIVIC DR      | 09/22/08<br>09/23/08   | LOWER/RAISE FLAG  |
| FLAG08-0007<br>Finished           | CI10-008083-0000-01 | CITY OF SWARTZ CREEK<br>8083 CIVIC DR      | 09/29/08<br>09/30/08   | LOWER/RAISE FLAG  |
| FNRD08-0030<br>Finished           | CH20-008523-0000-01 | GRANTNER, JENNIFER<br>8523 CHESTERFIELD DR | 09/02/08<br>09/02/08   | FINAL READ        |
| FNRD08-0034<br>Finished           | BR30-000156-0000-01 | MAY, IRMA<br>156 BROOKFIELD DR             | 09/02/08<br>09/02/08   | FINAL READ        |
| FNRD08-0037<br>Finished           | EL10-004126-0000-02 | SAMIRA NEMER<br>4126 ELMS RD               | 09/02/08<br>09/02/08   | FINAL READ        |
| FNRD08-0039<br>Finished           | MI10-006300-0000-02 | HUGHES, TRACY<br>6300 MILLER RD            | 09/03/08<br>09/03/08   | FINAL READ        |
| FNRD08-0040<br>Finished           | MO10-005116-0000-05 | GUNTHER, MELISSA<br>5116 MORRISH RD        | 09/08/08<br>09/08/08   | FINAL READ        |
| FNRD08-0041<br>Scheduled          | WI20-005065-0000-01 | MILLS, RUSSELL<br>5065 WINSTON DR          | 09/05/08               | FINAL READ        |
| FNRD08-0042<br>Finished           | MI10-007448-0000-01 | DART, DONALD<br>7448 MILLER RD             | 09/04/08<br>09/05/08   | FINAL READ        |
| FNRD08-0043<br>Finished           | MO10-004264-0000-07 | KRYSTINA BRISTOL<br>4264 MORRISH RD        | 09/05/08<br>09/05/08   | FINAL READ        |
| FNRD08-0044<br>Finished           | MY10-004286-0000-00 | WOODSIDE BUILDERS<br>4286 MAYA LN          | 09/08/08<br>09/08/08   | FINAL READ        |
| FNRD08-0045<br>Finished           | WI10-005421-0000-02 | VUNCANNON, JESSICA<br>5421 WINSHALL DR     | 09/25/08<br>09/25/08   | FINAL READ        |

| Work Order #<br>Work Order Status | Location ID         | Customer Name<br>Service Address             | Date Recd<br>Date Comp | Type              |
|-----------------------------------|---------------------|--|------------------------|-------------------|
| FNRD08-0048<br>Finished           | EL20-007508-0000-01 | SCHNEIDER, CHARLOTTE B<br>7508 ELIZABETH CT  | 09/23/08<br>09/23/08   | FINAL READ        |
| FNRD08-0049<br>Finished           | MA20-008064-0000-01 | PETRUCHA, JOHN<br>8064 MAPLE ST              | 09/26/08<br>09/26/08   | FINAL READ        |
| GWO08-0032<br>Finished            | CA10-008415-0000-01 | MECUM, JAMES<br>8415 CAPPY LN                | 09/08/08<br>09/08/08   | GENERIC WORK ORDE |
| GWO08-0033<br>Finished            | HO10-005026-0000-01 | SUMMERS, CAROL<br>5026 HOLLAND DR            | 09/09/08<br>09/08/08   | GENERIC WORK ORDE |
| GWO08-0034<br>Finished            | FO20-008059-0000-00 | CITY OF SWARTZ CREEK<br>8059 PAUL FORTINO DR | 09/13/08<br>09/13/08   | GENERIC WORK ORDE |
| GWO08-0035<br>Finished            | CI10-008083-0000-01 | CITY OF SWARTZ CREEK<br>8083 CIVIC DR        | 09/17/08<br>09/19/08   | GENERIC WORK ORDE |
| GWO08-0036<br>Finished            | GR10-005213-0000-01 | BROADWORTH, JULIE C<br>5213 GREENLEAF DR     | 09/23/08<br>09/23/08   | GENERIC WORK ORDE |
| GWO08-0037<br>Finished            | EL10-003493-0000-02 | SPALDING, MICHELLE<br>3493 ELMS RD           | 09/24/08<br>09/24/08   | GENERIC WORK ORDE |
| GWO08-0038<br>Finished            | GR10-005206-0000-01 | SMITH, RENEE<br>5206 GREENLEAF DR            | 09/24/08<br>09/24/08   | GENERIC WORK ORDE |
| GWO08-0039<br>Finished            | CI10-008095-0000-01 | PERKINS LIB-SENIOR CENTER<br>8095 CIVIC DR   | 09/24/08<br>09/24/08   | GENERIC WORK ORDE |
| GWO08-0040<br>CANCELLED           | LU10-009140-0000-01 | INOUE, SUSUMU<br>9140 LUEA LN                | 09/29/08<br>09/29/08   | GENERIC WORK ORDE |
| GWO08-0041<br>Finished            | DY10-003462-0000-02 | MTA<br>3462 DYE RD                           | 09/30/08<br>09/30/08   | GENERIC WORK ORDE |
| GWO08-0042<br>Scheduled           | CR10-008230-0000-01 | MIDDLE SCHOOL, SWARTZ CREEK<br>8230 CRAPO ST | 09/30/08               | GENERIC WORK ORDE |
| GWO08-0043<br>Scheduled           | DR10-000001-0000-01 | HIGH SCHOOL, SWARTZ CREEK<br>1 DRAGON DR     | 09/30/08               | GENERIC WORK ORDE |
| MNT08-0005<br>Finished            | CI10-008095-0000-01 | PERKINS LIB-SENIOR CENTER<br>8095 CIVIC DR   | 09/25/08<br>09/26/08   | BUILDING MAINTENA |
| MNT08-0006<br>Scheduled           | CI10-008083-0000-01 | CITY OF SWARTZ CREEK<br>8083 CIVIC DR        | 09/26/08               | BUILDING MAINTENA |
| MOW08-0032<br>Finished            | BI20-004197-0000-01 | CHRISTOPHER, SHAWN<br>4197 BIRCH LN          | 09/04/08<br>09/04/08   | MOW LAWN-ORD #364 |
| MOW08-0033<br>Finished            | DU10-005374-0000-02 | DENCHFIELD, DENISE<br>5374 DURWOOD DR        | 09/05/08<br>09/05/08   | MOW LAWN-ORD #364 |
| MOW08-0034<br>Finished            | MI10-007026-0000-01 | MARATHON ASHLAND PETROLEUM<br>7026 MILLER RD | 09/09/08<br>09/09/08   | MOW LAWN-ORD #364 |
| MTRP08-0007<br>CANCELLED          | DO10-005243-0000-01 | OLIVO, MICHAEL<br>5243 DON SHENK DR          | 09/22/08<br>09/22/08   | METER REPAIR      |

| Work Order #             | Location ID         | Customer Name                            | Date Recd            | Type              |
|--------------------------|---------------------|--|----------------------|-------------------|
| Work Order Status        |                     | Service Address                          | Date Comp            |                   |
| MTRP08-0008<br>Finished  | MI10-006134-0000-02 | DOTSON, RONALD<br>6134 MILLER RD         | 09/22/08<br>09/22/08 | METER REPAIR      |
| STRT08-0001<br>Scheduled | MI10-006166-0000-01 | CHENEY, DAWN<br>6166 MILLER RD           | 09/29/08             | STREET REPAIR     |
| SWR08-0004<br>Finished   | EL10-004126-0000-02 | SAMIRA NEMER<br>4126 ELMS RD             | 09/24/08<br>09/24/08 | SEWER DRAIN PROBL |
| SWR08-0005<br>Scheduled  | DU10-005141-0000-02 | DAN ELLIS<br>5141 DURWOOD DR             | 09/30/08             | SEWER DRAIN PROBL |
| TRDN08-0001<br>Scheduled | GR10-005213-0000-01 | BROADWORTH, JULIE C<br>5213 GREENLEAF DR | 09/23/08             | TREE-TAKE DOWN    |
| WBKU08-0003<br>Finished  | AU10-006329-0000-02 | BRUNETTE, CHARLES<br>6329 AUGUSTA ST     | 09/15/08<br>09/15/08 | WATER BACK UP-CHE |
| WBKU08-0004<br>Finished  | WI20-005022-0000-03 | CARR, JAMES<br>5022 WINSTON DR           | 09/19/08<br>09/19/08 | WATER BACK UP-CHE |
| WOFF08-0021<br>CANCELLED | SE10-005021-0000-01 | SMITH, JEFFREY<br>5021 SECOND ST         | 09/02/08<br>08/29/08 | WATER TURN OFF    |
| WOFF08-0022<br>CANCELLED | CR10-008083-0000-02 | MASON, CHARITY<br>8083 CRAPO ST          | 09/02/08<br>09/02/08 | WATER TURN OFF    |
| WOFF08-0023<br>Finished  | DO10-005321-0000-05 | METCALF, CHRISTINE<br>5321 DON SHENK DR  | 09/02/08<br>09/02/08 | WATER TURN OFF    |
| WOFF08-0024<br>CANCELLED | DY10-003266-0000-01 | CRIGGER, DEBRA<br>3266 DYE RD            | 09/04/08<br>09/04/08 | WATER TURN OFF    |
| WOFF08-0025<br>Finished  | DY10-003266-01/2-06 | CRIGGER, DEBRA<br>3266 1/2 DYE RD        | 09/04/08<br>09/04/08 | WATER TURN OFF    |
| WOFF08-0026<br>Finished  | DO10-005190-0000-01 | CARROLL, MARVIN<br>5190 DON SHENK DR     | 09/22/08<br>09/22/08 | WATER TURN OFF    |
| WOFF08-0027<br>Scheduled | CH40-004282-0000-01 | DENNIS, RICHARD<br>4282 CHAPEL LN        | 09/22/08             | WATER TURN OFF    |
| WTON08-0026<br>Finished  | CO20-007453-0000-02 | GALL, JOHN W<br>7453 COUNTRY MEADOW DR   | 09/02/08<br>09/02/08 | WATER TURN ON     |
| WTON08-0027<br>Finished  | GR20-007442-0000-02 | KUREN, JAMIE<br>7442 GROVE ST            | 09/23/08<br>09/23/08 | WATER TURN ON     |
| WTON08-0028<br>Finished  | MA20-008064-0000-01 | PETRUCHA, JOHN<br>8064 MAPLE ST          | 09/22/08<br>09/22/08 | WATER TURN ON     |
| WTON08-0029<br>Finished  | EL10-004301-0000-01 | URECHE ENTERPRISES INC<br>4301 ELMS RD   | 09/30/08<br>09/30/08 | WATER TURN ON     |

Total Records: 56

DPS ACTIVITY - SEPTEMBER 2008

| EMPLOYEE                     | REG          | HOL         | VAC          | ABSENT      | OT         | DT          |
|------------------------------|--------------|-------------|--------------|-------------|------------|-------------|
| <b>101 GENERAL FUND</b>      |              |             |              |             |            |             |
| 172.0 EXECUTIVE              |              |             |              |             |            |             |
| 253.0 TREASURER              |              |             |              |             |            |             |
| 257.0 ASSESSOR               |              |             |              |             |            |             |
| 262.0 ELECTIONS              |              |             |              |             |            |             |
| 410.0 BLG-ADMIN-OBRIEN       | 37.50        | 2.00        |              | 0.50        |            |             |
| 781.0 AMPHI-PARK             |              |             |              |             |            |             |
| 782.0 WINSHALL PARK          | 10.25        | 0.58        | 1.00         | 0.60        |            |             |
| 783.0 WINSHALL GARBAGE       | 25.00        | 1.33        | 4.40         | 2.13        | 4.00       | 5.00        |
| 783.0 ELMS PARK              | 35.25        | 1.23        | 4.20         | 1.90        |            |             |
| 783.0 ELMS GARBAGE           | 29.00        | 1.44        | 6.40         | 1.27        | 4.00       | 5.00        |
| 784.0 BICENT. PARK           | 4.00         | 0.46        |              | 0.12        |            |             |
| 790.0 LIBRARY/SENIOR         | 43.00        | 0.26        | 0.40         | 0.58        |            |             |
| 792.0 P S BLDG               | 32.50        | 0.23        |              | 0.05        |            |             |
| 793.0 CITY HALL              | 42.00        | 0.76        |              | 0.97        |            |             |
| 794.0 COMM PROMO             | 6.00         | 0.38        | 0.80         | 0.56        |            |             |
| 796.0 CEMETERY               | 2.00         |             | 0.40         | 0.05        |            |             |
| <b>202 MAJOR STREET FUND</b> |              |             |              |             |            |             |
| 429.0 SAFETY                 |              |             |              |             |            |             |
| 463.0 STREET MAIN            | 27.75        | 1.20        | 2.40         | 2.71        |            |             |
| 474.0 TRAFFIC                | 4.00         |             | 2.80         |             |            |             |
| 478.0 SNOW & ICE             |              |             |              |             |            |             |
| 482.0 ADMIN                  |              |             |              |             |            |             |
| <b>203 LOCAL STREET FUND</b> |              |             |              |             |            |             |
| 429.0 SAFETY                 |              |             |              |             |            |             |
| 463.0 STREET MAIN            | 112.75       | 10.47       | 24.10        | 1.68        |            |             |
| 474.0 TRAFFIC                | 7.00         | 0.46        | 0.40         | 0.17        |            |             |
| 478.0 SNOW & ICE             |              |             |              |             |            |             |
| 482.0 ADMIN                  | 11.22        | 0.68        | 1.02         | 0.68        |            |             |
| <b>226 GARBAGE FUND</b>      |              |             |              |             |            |             |
| 528.0 COLLECT                | 46.00        | 3.81        | 22.00        | 1.66        |            |             |
| 530.0 WOODCHIPPING           | 107.50       | 6.46        | 9.00         | 8.69        |            |             |
| <b>590 WATER</b>             |              |             |              |             |            |             |
| 540.0 WATER SYSTEM           | 149.39       | 10.89       | 19.69        | 9.09        |            |             |
| 540.0 WATER-ON CALL          | 4.00         | 0.31        | 0.80         | 0.92        |            |             |
| 542.0 READ & BILL            | 57.00        | 3.37        | 0.80         | 2.57        |            |             |
| <b>591 SEWER</b>             |              |             |              |             |            |             |
| 536.0 SEWER SYSTEM           | 71.39        | 4.61        | 5.89         | 4.35        |            |             |
| 536.0 SEWER-ON CALL          | 4.00         | 0.31        | 0.80         | 0.92        |            |             |
| 537.0 LIFT STATION           | 19.00        | 1.06        | 2.40         | 0.85        |            |             |
| 542.0 READ & BILL            | 46.00        | 2.52        |              | 0.64        |            |             |
| <b>661 MOTOR POOL FUND</b>   |              |             |              |             |            |             |
| 795.0 CITY GARAGE            | 18.00        | 1.18        | 6.30         | 0.26        |            |             |
|                              | 951.50       | 56.00       | 116.00       | 43.92       | 8.00       | 10.00       |
| <b>HOLIDAY</b>               |              |             |              |             |            |             |
| <b>VACATION</b>              |              |             |              |             |            |             |
| <b>ABSENT</b>                |              |             |              |             |            |             |
| <b>DAILY HOURS TOTAL</b>     | <b>951.5</b> | <b>56.0</b> | <b>116.0</b> | <b>43.9</b> | <b>8.0</b> | <b>10.0</b> |

| September-08        | MILES<br>DRIVEN |  | GALLONS<br>GAS<br>PURCHASED |  | GALLONS<br>DIESEL<br>PURCHASED |
|---------------------|-----------------|--|-----------------------------|--|--------------------------------|
| #1 P/U 4WD          |                 |  |                             |  |                                |
| #3 P/U 4WD          | 261             |  | 27                          |  |                                |
| 07-03 P/U 4WD       | 414             |  |                             |  | 42                             |
| 09-03 P/U 4WD       | 791             |  |                             |  | 55                             |
| #2 P/U 2WD          | 387             |  |                             |  |                                |
| #6-00 BACKHOE       |                 |  |                             |  |                                |
| #9 DUMP             |                 |  |                             |  |                                |
| #10 DUMP            |                 |  |                             |  |                                |
| #11 DUMP            | 117             |  |                             |  | 15                             |
| #12-02 DUMP         |                 |  |                             |  |                                |
| #12-04 DUMP         | 303             |  |                             |  | 71                             |
| #12-99 GENERATOR    |                 |  |                             |  |                                |
| #9-02 BRUSH HOG     |                 |  |                             |  |                                |
| #17 CASE BACKHOE    |                 |  |                             |  |                                |
| #19 JD TRACTOR      |                 |  |                             |  |                                |
| #06-99 BUCKET TRUCK |                 |  |                             |  |                                |
| #21 WOOD CHIPPER    |                 |  |                             |  |                                |
| #807 STREET SWEEPER | 252             |  |                             |  |                                |
| #42 ASPHALT HEATER  |                 |  |                             |  |                                |
| #37 TRAIL ARROW     |                 |  |                             |  |                                |
| #10-98 3" PUMP      |                 |  |                             |  |                                |
| #28A 3" PUMP        |                 |  |                             |  |                                |
| 3" PUMP             |                 |  |                             |  |                                |
| #30 4" PUMP         |                 |  |                             |  |                                |
| #31 4" PUMP         |                 |  |                             |  |                                |
| #32 4" PUMP         |                 |  |                             |  |                                |
| 1" PUMP             |                 |  |                             |  |                                |
| S-10                | 527             |  | 27                          |  |                                |
| <b>TOTAL</b>        | <b>3052</b>     |  | <b>54</b>                   |  | <b>183</b>                     |



www.roweincorp.com

October 1, 2008

**ROWE INCORPORATED**  
THE ROWE BUILDING  
540 S. SAGINAW ST., STE 200  
POST OFFICE BOX 3748  
FLINT, MICHIGAN 48502

phone (810) 341-7500  
fax (810) 341-7573

Mr. Adam Zettel, Assistant City Manager  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473

RE: Design Engineering (Revised)  
Elms Road Enhancements

**ENGINEERING**

Dear Mr. Zettel:

**LAND SURVEYING**

**AERIAL SURVEYING**

**PLANNING**

**LANDSCAPE ARCHITECTURE**

**LAND DEVELOPMENT SERVICES**

Pursuant to our conversation today, we have contacted Consumers Energy regarding their possible involvement in constructing the ornamental lighting along Elms Road. Based on input from our conversation with Consumers, it appears that 100% of the construction of ornamental lighting could be handled from their office. We have revised our proposal to only include details and specifications for pressed colored concrete, landscaping, and site furnishings. As we have discussed, the project will involve streetscape amenities along the east side of Elms Road from I-69 to the north park entrance. Construction will include decorative lighting, pressed colored concrete and landscaping at the park entrance, and a rest area consisting of a bench and trash receptacle.

Our fee to create the bidding documents including construction drawings, specifications and cost estimate is **\$2,840** (see cost breakdown below). Not included with this fee are design engineering for ornamental lighting, construction engineering, construction staking or permit fees.

ROWE proposes to provide the following services:

**OFFICES:**  
FLINT  
LAPEER  
MT. PLEASANT

- Design engineering to develop construction drawings:

|                  |                 |         |
|------------------|-----------------|---------|
| Project Manager  | 1 hours @ \$116 | \$116   |
| Project Engineer | 4 hours @ \$99  | \$396   |
| Engineering Tech | 8 hours @ \$77  | \$616   |
| Subtotal         |                 | \$1,128 |

**SUBSIDIARIES:**  
AIR-LAND SURVEYS  
FLINT, MI

- Prepare contract documents including cost estimate, technical specifications, bond and insurance requirements, agreement:

|                  |                 |       |
|------------------|-----------------|-------|
| Project Engineer | 4 hours @ \$ 99 | \$396 |
| Clerical         | 4 hours @ \$50  | \$200 |
| Subtotal         |                 | \$596 |

MYERS LAND SURVEY CO.  
GRAYLING, MI

Mr. Adam Zettel, Assistant City Manager

October 1, 2008

Page 2

- QA/QC (Internal review of bid package):

|                  |                 |       |
|------------------|-----------------|-------|
| Project Manager  | 1 hour @ \$ 116 | \$116 |
| Engineering Tech | 2 hours @ \$ 77 | \$154 |
| <hr/>            |                 |       |
| Subtotal         |                 | \$270 |
  
- Bid process (bid opening, bid tabulation, contractor recommendation)

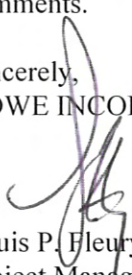
|                 |                  |       |
|-----------------|------------------|-------|
| Project Manager | 2 hours @ \$ 116 | \$232 |
| Clerical        | 3 hours @ \$ 50  | \$150 |
| <hr/>           |                  |       |
| Subtotal        |                  | \$382 |
  
- Preconstruction meeting with contractor, city and utility companies. Facilitate contract award and renew insurance/bond submittals.

|                 |                  |       |
|-----------------|------------------|-------|
| Project Manager | 4 hours @ \$ 116 | \$464 |
| <hr/>           |                  |       |
| Subtotal        |                  | \$464 |

**TOTAL** **\$2,840**

We look forward to another successful project with the city; feel free to contact me with any questions or comments.

Sincerely,  
ROWE INCORPORATED



Louis P. Fleury, P.E.  
Project Manager

**C.D.B.G. Three-Year Project Amendments**

**Resolution No. 080714-06**

**(Carried)**

Motion by Mayor Pro-Tem Christie  
Second by Councilmember Hurt

**WHEREAS**, the City Council held a public needs hearing on October 23, 2006 to hear public comments for the use and distribution of Community Development Block Grant Funds allocated to the City for the three year funding cycle; and

**WHEREAS**, at a Special Meeting held on October 30, 2006, the following resolution was passed by a quorum of members of the City Council:

*Resolution No. 061030-02*

*(Carried)*

*Motion by Councilmember Plumb,  
Second by Councilmember Shumaker,*

*The Swartz Creek City Council accepts the three-year Community Development Block Grant Distribution in the total amount of \$37,672, and authorizes these funds to be allocated as follows: 15% to the Swartz Creek Area Senior Citizens, Inc. in the amount of \$5,650.08, and the remaining 85% to the Downtown Sidewalk Enhancement Program continuation project in the amount of \$32,021.02.*

**YES:** *Abrams, Christie, Hurt, Plumb, Porath, Shumaker.*

**NO:** *None. Motion declared carried.*

**WHEREAS**, the City Council, upon recommendation of its Staff and the hearing of comments from the public, considered the following potential projects that are eligible for CDBG Funds:

- 1) Demolitions on Dye Road or Marathon
- 2) Elms Road Enhancements
- 3) Downtown Streetscape
- 4) Elms Park improvements
- 5) Improvements to City owned land on the east side of Raubinger
- 6) New sidewalk construction
- 7) Improvements to Civic Area
- 8) Construction of a Water Park

**WHEREAS**, the City Council finds it feasible and in the best interest of the residents to amend the three year Community Development Block Grant Funding Plan.

**NOW, THEREFORE, I Move** the City of Swartz Creek amend the three-year Community Development Block Grant Distribution, total amount of \$37,672, and authorize these funds to be allocated as follows: 15% to the Swartz Creek Senior Citizens Operations in the amount of \$5,650.08, and the remaining 85% to:



the Elms Road Enhancement Project, in the amount of \$32,021.02.

Discussion Took Place.

YES: Shumaker, Abrams, Adams, Christie, Hicks, Hurt.

NO: None. Motion Declared Carried.

**Phase One of the six year plan was completed in the Fall of 2007**

**Phase Two (2008-2009) \$220,000:**

|                    |                   |
|--------------------|-------------------|
| Manhole #166-164   | Oxford/Oakview    |
| Manhole #172-163   | Daval/Helmsley    |
| Manhole #13-17     | Greenleaf/Durwood |
| Manhole # 41-36 8" | Durwood           |

**Phase Three (2009-2010) \$85,000:**

|                |  |
|----------------|--|
| Manhole #44-36 | Durwood Dr from Seymour to Oakview     |
| Manhole #45-53 | Greenleaf/Durwood - Oakview to Durwood |
| Manhole #46-50 | Greenleaf/Seymour – Oakview to Durwood |

**Phase Four (2010-2011) \$145,000:**

|                |   |
|----------------|---|
| Manhole #23-19 | Greenleaf /Seymour – Oakview to Norbury |
|----------------|---|

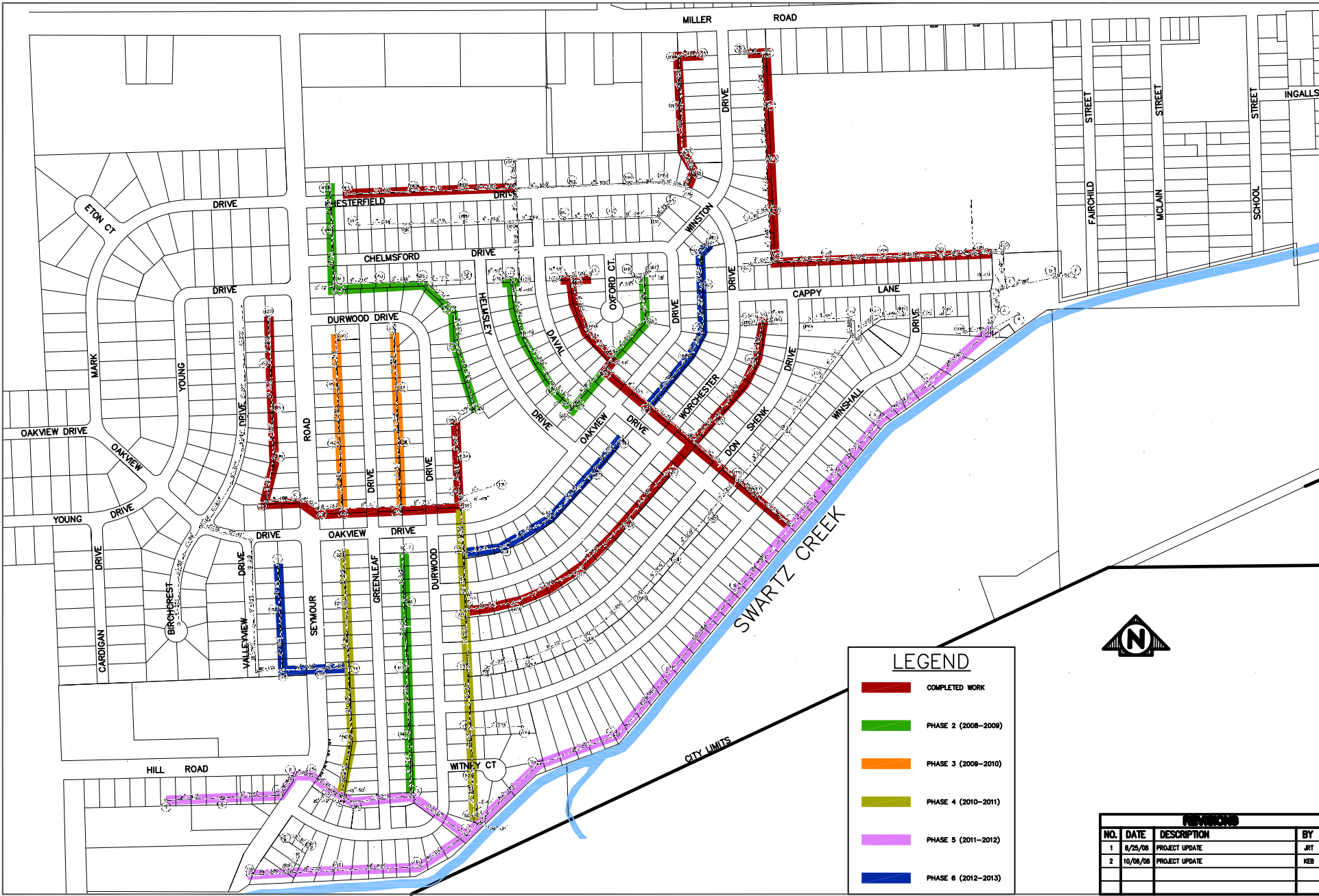
**Phase Five (2011-2012) \$520,000:**

|                 |   |
|-----------------|---|
| Manhole #H-12   | Hill Rd. – Norbury to Main Line in Park |
| Manhole # 218-1 | Norbury to Cappy Lane                   |

**Phase Six (2012-2013) \$135,000:**

|                  |                                   |
|------------------|-----------------------------------|
| Manhole # 71-21  | Valley View to End                |
| Manhole #31-134  | Chesterfield/ Winston to Daval    |
| Manhole #31-134  | Worcester from Durwood to Winston |
| Manhole #157-162 | Worcester from Durwood to Winston |

- ✓ There will be a few short sewers not done at end of six year plan in the village, these will be part of future areas; for the most part all main lines will be done.
- ✓ Estimates are based on contractor's unit pricing per March 8, 2008 Bid Award



**LEGEND**

- █ COMPLETED WORK
- █ PHASE 2 (2008-2009)
- █ PHASE 3 (2009-2010)
- █ PHASE 4 (2010-2011)
- █ PHASE 5 (2011-2012)
- █ PHASE 6 (2012-2013)



| NO. | DATE     | DESCRIPTION    | BY  |
|-----|----------|----------------|-----|
| 1   | 8/25/08  | PROJECT UPDATE | JRT |
| 2   | 10/08/08 | PROJECT UPDATE | KEB |
|     |          |                |     |

PREPARED FOR  
**CITY OF SWARTZ CREEK**  
 SANITARY SEWER LINING PROGRAM  
 WINCHESTER VILLAGE

PREPARED BY  
**ROWE INCORPORATED**  
 CORPORATE OFFICE  
 138 W. S. STATE ST.  
 LANSING, MI 48207  
 PH: (313) 484-8446  
 FX: (313) 484-8441  
 PR: (800) 772-2128

PLAN DATE: OCTOBER 2007  
 PROJECT MGR: L.P.F.  
 REVIEWER: \_\_\_\_\_  
 SCALE: NONE

REV: \_\_\_\_\_  
 OF \_\_\_\_\_  
 JOB No: \_\_\_\_\_

## Paul Bueche

---

**From:** Lou Fleury [LFleury@roweincorp.com]  
**Sent:** Thursday, October 09, 2008 10:01 AM  
**To:** Adam Zettel; Paul Bueche  
**Subject:** Sewer Lining Program - Winchester Village

Based on the contractor's pricing, the following budget numbers would apply to the various phases as shown on the sewer map:

Phase II - 220,000  
Phase III - 85,000  
Phase IV - 145,000  
Phase V - 520,000  
Phase VI - 135,000

Lou Fleury, P.E.  
Project Manager

Rowe Incorporated  
540 S. Saginaw St., Suite 200  
Flint, MI 48502

Phone: 810-341-7500  
Fax: 810-341-7573

**RFP Bid Approval, Six-Year Sewer Rehabilitation Program**

**Resolution No. 080310-05**

**(Carried)**

Motion by Councilmember Adams  
Second by Councilmember Hurt

**I Move** the City of Swartz Creek, upon recommendation of the Staff, accept the RFP of Liqui-Force, for the City's six-year Sewer Rehabilitation Plan, and further, direct the City Manager to prepare a Phase II contract and bring it back to the Council for review and decision.

City Engineer Lou Fleury made a short presentation.

Discussion Took Place.

YES: Porath, Shumaker, Abrams, Adams, Christie, Hicks, Hurt.  
NO: None. Motion Declared Carried.



www.roweincorp.com

ROWE INCORPORATED  
THE ROWE BUILDING  
540 S. SAGINAW ST., STE 200  
POST OFFICE BOX 3748  
FLINT, MICHIGAN 48502

phone (810) 341-7500  
fax (810) 341-7573

March 5, 2008

Mr. Paul Bueche, City Manager  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473

RE: Request For Proposals (RFP)  
Trenchless Sanitary Sewer Rehabilitation

ENGINEERING

LAND  
SURVEYING

AERIAL  
SURVEYING

PLANNING

LANDSCAPE  
ARCHITECTURE

LAND  
DEVELOPMENT  
SERVICES

Dear Mr. Bueche:

The city has received two submittals for the above referenced RFP. Liquiforce Sewer Services from Romulus Michigan, and Young's Environment Cleanup Inc. of Flint, Michigan were the two contractors submitting proposals.

The two prospective contractors were evaluated using the criteria established in Appendix B of the RFP (see contractor evaluation forms attached). Based on this review process, Liquiforce Sewer Services ranked the highest with an average score of 96.2 out of a possible 100 points.

It is our recommendation to the City of Swartz Creek to award the trenchless sanitary sewer rehabilitation work to Liquiforce Sewer Services for a period not to exceed 4 years.

Upon award by City council, we will review the contractor's bonds and insurance to ensure they fulfill the minimum requirements of the contract prior to the start of construction.

OFFICES:

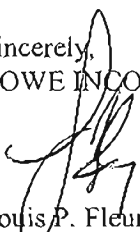
FLINT  
LAPEER  
MT. PLEASANT

SUBSIDIARIES:  
AIR-LAND SURVEYS  
FLINT, MI

MYERS LAND SURVEY CO.  
GRAYLING, MI

If you have any questions, or need additional information regarding this matter, please feel free to contact me.

Sincerely,  
ROWE INCORPORATED

  
Louis P. Fleury, P.E.  
Project Manager

Enclosure

R:\SDSK\PROJ\06c0063\DOCS\RECOMMENDATION LTR.DOC

REQUEST FOR PROPOSALS  
FOR  
TRENCHLESS SANITARY SEWER REHABILITATION  
CITY OF SWARTZ CREEK

OWNER: CITY OF SWARTZ CREEK  
8083 CIVIC DRIVE  
SWARTZ CREEK, MI 48473

ENGINEER: ROWE INCORPORATED  
P.O. BOX 3748  
FLINT, MI 48502  
810/341-7500

PROJECT NUMBER: 07C0280

DATE: JANUARY 2008

CITY OF SWARTZ CREEK

REQUEST FOR PROPOSAL FOR  
TRENCHLESS SANITARY SEWER REHABILITATION

PROJECT NUMBER 07C0280


The specifications and other contract documents have been prepared under the direction of the following design professional licensed by the State of Michigan.



A handwritten signature in black ink, appearing to read "LF", positioned above a horizontal line.

Louis P. Fleury, P.E.  
Professional Engineer No. 48655

[Seal]

The plans, specifications and contract documents have been reviewed by  and final copies released on 1-8-08.



## CONTENTS

Advertisement

Part I – General Information and Requirements

Part II – Proposal Format

Appendix A – Itemized Bid Sheet

Appendix B – Contractor Evaluation Form

Appendix C – Rehabilitation Quantities (2007)

Appendix D – Sample Contract Book

### TECHNICAL SPECIFICATIONS

01570 Traffic Control

02734 Sanitary Sewer Pipe Rehabilitation

02925 Cleanup and Restoration

02930 Turf Establishment

**REQUEST FOR PROPOSALS  
ADVERTISEMENT  
Trenchless Sanitary Sewer Rehabilitation  
City of Swartz Creek**

Sealed Proposals on forms prepared by the Engineer will be received by City of Swartz Creek at 8083 Civic Drive, Swartz Creek MI 48473 until 10:00 a.m. (local time) on January 30, 2008 for the cleaning, reaming, lining and grouting of sanitary sewer in accordance with Specifications and other Contract Documents prepared by ROWE INCORPORATED.

Principal items of work include but is not limited to:

1. Cleaning, Video Inspection, and Calcite Reaming
2. Structural Spot Repair
3. Sanitary Sewer Lateral Cleaning and Repairs
4. Sanitary Sewer Joint Testing and Sealing
5. Structural CIPP Lining

Specifications, and other Contract Documents may be examined at the following locations:

1. ROWE INCORPORATED; Taylor Drive, Flint, Michigan
2. F.W. Dodge Corp., Flint, Michigan
3. Construction Association of Michigan

Specifications and other Contract documents for submitting a bid must be obtained upon application at the office of ROWE INCORPORATED, upon the payment of \$15.00 per set plus \$5.00 per set if mailed. Specifications will not be mailed until payment is received. The non-refundable fee shall be in check form and shall be drawn payable to ROWE INCORPORATED. The Engineer's address is ROWE INCORPORATED, 6211 Taylor Drive, Flint, MI 48507 and the telephone number is 810-341-7500. Bidding documents must be purchased from the engineer. Bids submitted on forms obtained anywhere besides the office of Rowe Incorporated will not be accepted.

Although the exact quantities for the work have not been determined, based on past projects, the anticipated contract amount could range from \$70,000 to \$85,000 annually.

Each proposal shall be accompanied by an acceptable form of a Bid Bond in an amount equal to \$25,000 payable to City of Swartz Creek as a guaranty that if the Proposal is accepted, the Bidder will execute the Contract and file acceptable Performance, Labor and Material Payment and Maintenance and Guarantee Bonds within ten (10) days after, and as a condition precedent to the award of the Contract. The Performance, Labor and Material Payment, and Maintenance and Guarantee Bonds shall be in the amount of 100% of the project cost.

City of Swartz Creek, hereinafter called the Owner, reserves the right to reject any or all Proposals and to waive any formality or technicality in any Proposal in the interest of the Owner.

**PART I**  
**GENERAL INFORMATION AND REQUIREMENTS**

---

A. Purpose

City of Swartz Creek, as part of their ongoing efforts to rehabilitate their sanitary sewer system, is requesting qualified contractors to submit proposals to perform trenchless sanitary sewer inspection and rehabilitation services on various sections of the sanitary sewer system. The exact locations of the proposed work will be determined by the City of Swartz Creek. Over the past few years many sections have been inspected and repaired. Future phases will focus primarily on manhole to manhole lining. The quantities from the city's 2007 project are included in Appendix C.

It is the intent of City of Swartz Creek to select and contract with a full service contractor that has considerable experience with Trenchless Technology. The contractor will be selected to perform the described work for the unit price submitted in their RFP document. The chosen contractor will be contracted for a period of four years to perform work as directed by City of Swartz Creek. During the contract time, City of Swartz Creek has the right, at their discretion, to add or delete quantities of work to the contract at the contracted unit prices. At the end of the four year contract, the contract may be renewed or renegotiated.

B. Scope of Services\*

- 1) Sanitary Sewer Cleaning – removal of debris and grease, root cutting, reaming, and chemical control of roots.
- 2) Video inspections using CCTV with DVD recording of mainline and lateral sewer leads including, recommendations of specific corrective measures. Camera should be capable of rotating 360°.
- 3) Sectional lining with cured in place pipe liner (CIPP) or resin impregnated fabric inversion liner.
- 4) Full length relining of sanitary pipe from manhole to manhole using CIPP or resin impregnated fabric inversion liner.
- 5) Lateral service relining from mainline to property line using CIPP or resin impregnated fabric inversion liner. Installation of clean-out at limits of relining.
- 6) Pipe joint testing and sealing using chemical grout.

\* Rehabilitation will focus primarily on manhole to manhole lining.

C. Proposed Process (Contractor Responsibility)

- 1) Contractor shall clean and videotape the sewer as directed by City of Swartz Creek
- 2) Contractor shall review videotapes and prepare recommendations of required repairs.

- 3) City of Swartz Creek shall review recommendations and direct contractor as to the repairs which are to be completed.
- 4) Contractor shall videotape rehabilitated sewer for City of Swartz Creek review and acceptance.

D. Agreement

The contractor selected will be expected to enter into an agreement similar to the Standard Agreement included in Section 00500 in Appendix D. Any questions or concerns regarding this agreement should be addressed in the request for proposal.

E. Rejection of Proposals

City of Swartz Creek reserves the right to reject any and all of the responses received as a result of this RFP. In addition, the City reserves the right to reject any and all proposals on the basis of potential conflict of interest.

F. Addenda to the RFP

In the event it becomes necessary to revise any part of the RFP, an addendum will be issued to all prospective contractors.

G. Completeness of RFP

The RFP shall address all items completely in Part II. The RFP shall be signed by an officer of the firm authorized to bind the contractor to the provisions. The contents and commitments in the RFP shall remain valid for one hundred twenty days (120) from the date of submittal.

H. Contractor's Responsibilities

The selected Contractor must be capable of providing all services described in the RFP Scope of Services. In the event that the contractor may not be able to perform certain duties, rejection may occur.

If sub-contractors are to be used, the general contractor will be responsible for all work performed under the contract. The City will work directly with the general contractor for the project only. All sub-contractor issues will be dealt with through the general contractor. This includes a joint submission from two contractors that have "teamed" for the project. In this case, one contractor must take overall responsibility for the entire project.

All subcontractors shall be approved by the City in writing prior to the signing of the contract.

I. Acceptance of Proposals

All submitted proposals will be evaluated by City of Swartz Creek personnel and its representatives. The proposals will be judged on their completeness and thoroughness based on the items described in Part II of the RFP. The City reserves the right to evaluate all proposals solely based on the information in the proposal. The City will be the sole judge to choose the method of rehabilitation of the sewer system. The City reserves the right to choose different methods of rehabilitation for separate sections.

J Schedule Dates

The following is an anticipated schedule for the RFP process. City of Swartz Creek reserves the right to alter the schedule as it deems necessary.

|                                |                   |
|--------------------------------|-------------------|
| Request for Proposals Issued:  | January 9, 2008   |
| Proposals Due:                 | January 30, 2008  |
| Proposal Evaluations Complete: | February 29, 2008 |
| City Council                   | March 10, 2008    |

L. Evaluation and Selection

City staff and its representatives will evaluate the proposals against the mandatory criteria in Part II. Proposals not meeting all of the mandatory requirements will be rejected without further consideration. Proposals that do meet all mandatory requirements will be scored against the criteria. The City's intent is to enter into an agreement with the highest ranking contractor. The evaluation criteria are included below:

|  |        |
|--|--------|
| Compliance with Mandatory Criteria:        | Yes/No |
| Contractor's Ability to Perform/References | 50%    |
| Unit Prices:                               | 25%    |
| Warranty:                                  | 10%    |
| Michigan Based:                            | 15%    |

City of Swartz Creek reserves the right to alter one or all of the components and their weights following the submission and evaluation of the proposals. Contractors waive all rights to make claims against the City regarding the evaluation or selection of Contractor.

**PART II  
PROPOSAL FORMAT**

---

A. Six (6) copies of the Proposal shall be submitted.

B. The following information shall be used in evaluating the proposals:

1) Bid Bond

All firms submitting a proposal must sign and include the bid bond in their submittal to be considered for the project.

2) History of the Firm

Proposals shall contain a concise history of the firm, list of the corporate officers, all relevant experience, and any specific capabilities of the firm.

3) Project Experience

Include details of any projects similar to this RFP that have been completed by the firm. Include general cost of the projects and any relevant staff that worked on the project. At least four (4) references shall be included with a description of the projects completed.

4) Unit Prices

The completed unit price bid sheet included in Appendix A must be completed and included in the proposal. A majority of the work will take place within utility easements located in backyard areas. Contractors are required to provide unit prices for both backyard work (Utility Easements) as well as work within the road right of way. Costs will not be the only deciding factor in selecting a contractor. Costs are to be valid for a period of four years or the length of the contract.

5) Project Understanding

The statement of understanding shall be complete and concise and should be directed at this project as the contractor understands the scope and responsibilities. The statement should describe the services that the contractor shall provide and any conflicts they see. All products and processes to be used must be included as well as if any of the products or processes are proprietary.

6) Warranty

The standard company warranty details must be included and the ability of the firm to meet these warranty requirements. A minimum 2 year warranty is required for all lining operations. A minimum of a 1 year warranty is required for all grouting operations.

7) Local Presence

The proposing firm shall have operations based in Michigan to be eligible for the full scoring for this section.

- C. Any additional information pertinent to the proposal is acceptable.
- D. The proposal shall designate a single representative of the firm for contact purposes between the City and the firm.
- E. The contractor must acquire the required insurance as outlined in this RFP.
- F. The contractor must submit a statement that no conflicts of interest exist at the submission of this RFP.

**APPENDIX A**  
**Itemized Bid Sheet**



**CITY OF SWARTZ CREEK**  
**SANITARY SEWER TRENCHLESS REHABILITATION**  
**ITEMIZED BID SHEET**  
**WORK IN UTILITY EASEMENTS**

| ITEM  | DESCRIPTION   | UNIT  | UNIT PRICE |
|---|---|-------|------------|
| <b>PART I - Cleaning, Video Inspection &amp; Reaming</b>          |   |       |            |
| A   | High Pressure Water Jet Cleaning. All sizes.  | FT    |            |
| B   | Sanitary Sewer CCTV (Closed Circuit Television) inspection recorded on DVD.   | FT    |            |
| C   | Sanitary Sewer Calcite Reaming  |       |            |
|   | Light - equal or less than 20% cross sectional area loss  | FT    |            |
|   | Heavy - greater than 20% cross sectional area loss  | FT    |            |
| D   | Sanitary Sewer Reaming/Cutting Roots with Approved Reamers and Cutters  |       |            |
|   | Light - equal or less than 20% cross sectional area loss  | FT    |            |
|   | Heavy - greater than 20% cross sectional area loss  | FT    |            |
| E   | Reaming of Protruding Lateral utilizing approved remote controlled robotic reamer with CCTV assistance.   | EA    |            |
| F   | Lateral Reinstatement   | EA    |            |
| <b>PART II - Structural Spot Repair as determined by Engineer</b> |   |       |            |
| A   | Pipe point structural spot repair with Cured-In-Place pipe (inverted tube liner) as specified including: sewer cleaning, pre and post video inspection with DVD and report.   |       |            |
|   | 8" Diameter - 3' to 10' length  | EA    |            |
|   | 8" Diameter - additional length greater than 10'  | FT    |            |
|   | 10" Diameter - 3' to 10' length   | EA    |            |
|   | 10" Diameter - additional length greater than 10'   | FT    |            |
|   | 12" Diameter - 3' to 10' length   | EA    |            |
|   | 12" Diameter - additional length greater than 10'   | FT    |            |
|   | 15" Diameter - 3' to 10' length   | EA    |            |
|   | 15" Diameter - additional length greater than 10'   | FT    |            |
|   | 18" Diameter - 3' to 10' length   | EA    |            |
|   | 18" Diameter - additional length greater than 10'   | FT    |            |
| <b>PART III - Sanitary Sewer Lateral Cleaning and Repairs</b>     |   |       |            |
| A   | Lateral sewer CCTV (Closed Circuit Television) inspection through mainline sewer including DVD and report.  | FT    |            |
| B   | Installation of 6" Diameter inverted type CIPP Lateral Liner (up to R.O.W.) from mainline sewer, including vacuum excavation and installation of a clean out to surface. Preparatory work of cleaning and removal of debris in lateral and temporary restoration of disturbed surface to be included. | FT    |            |
| <b>PART IV - Sanitary Sewer Joint Testing &amp; Sealing</b>       |   |       |            |
| A   | Sanitary Sewer Pipe Joint Sealing with approved Sealant including testing and removal of excess grout.  |       |            |
|   | 8" Diameter   | JOINT |            |
|   | 10" Diameter  | JOINT |            |
|   | 12" Diameter  | JOINT |            |
|   | 15" Diameter  | JOINT |            |
|   | 18" Diameter  | JOINT |            |
| <b>PART V - Structural CIPP Lining (Fully Deteriorated)</b>       |   |       |            |
| A   | Manhole to Manhole CIPP Lining for 8" Diameter Mains  | FT    |            |
| B   | Manhole to Manhole CIPP Lining for 10" Diameter Mains   | FT    |            |
| C   | Manhole to Manhole CIPP Lining for 12" Diameter Mains   | FT    |            |
| D   | Manhole to Manhole CIPP Lining for 15" Diameter Mains   | FT    |            |
| E   | Manhole to Manhole CIPP Lining for 18" Diameter Mains   | FT    |            |

**Note: See Appendix C for historical quantities**

**CITY OF SWARTZ CREEK**  
**SANITARY SEWER TRENCHLESS REHABILITATION**  
**ITEMIZED BID SHEET**  
**WORK IN PUBLIC RIGHT OF WAY**

| ITEM  | DESCRIPTION   | UNIT  | UNIT PRICE |
|---|---|-------|------------|
| <b>PART I - Cleaning, Video Inspection &amp; Reaming</b>          |   |       |            |
| A   | High Pressure Water Jet Cleaning. All sizes.  | FT    |            |
| B   | Sanitary Sewer CCTV (Closed Circuit Television) inspection recorded on DVD.   | FT    |            |
| C   | Sanitary Sewer Calcite Reaming  |       |            |
|   | Light - equal or less than 20% cross sectional area loss  | FT    |            |
|   | Heavy - greater than 20% cross sectional area loss  | FT    |            |
| D   | Sanitary Sewer Reaming/Cutting Roots with Approved Reamers and Cutters  |       |            |
|   | Light - equal or less than 20% cross sectional area loss  | FT    |            |
|   | Heavy - greater than 20% cross sectional area loss  | FT    |            |
| E   | Reaming of Protruding Lateral utilizing approved remote controlled robotic reamer with CCTV assistance.   | EA    |            |
| F   | Lateral Reinstatement   | EA    |            |
| <b>PART II - Structural Spot Repair as determined by Engineer</b> |   |       |            |
| A   | Pipe point structural spot repair with Cured-In-Place pipe (inverted tube liner) as specified including: sewer cleaning, pre and post video inspection with DVD and report.   |       |            |
|   | 8" Diameter - 3' to 10' length  | EA    |            |
|   | 8" Diameter - additional length greater than 10'  | FT    |            |
|   | 10" Diameter - 3' to 10' length   | EA    |            |
|   | 10" Diameter - additional length greater than 10'   | FT    |            |
|   | 12" Diameter - 3' to 10' length   | EA    |            |
|   | 12" Diameter - additional length greater than 10'   | FT    |            |
|   | 15" Diameter - 3' to 10' length   | EA    |            |
|   | 15" Diameter - additional length greater than 10'   | FT    |            |
|   | 18" Diameter - 3' to 10' length   | EA    |            |
|   | 18" Diameter - additional length greater than 10'   | FT    |            |
| <b>PART III - Sanitary Sewer Lateral Cleaning and Repairs</b>     |   |       |            |
| A   | Lateral sewer CCTV (Closed Circuit Television) inspection through mainline sewer including DVD and report.  | FT    |            |
| B   | Installation of 6" Diameter inverted type CIPP Lateral Liner (up to R.O.W.) from mainline sewer, including vacuum excavation and installation of a clean out to surface. Preparatory work of cleaning and removal of debris in lateral and temporary restoration of disturbed surface to be included. | FT    |            |
| <b>PART IV - Sanitary Sewer Joint Testing &amp; Sealing</b>       |   |       |            |
| A   | Sanitary Sewer Pipe Joint Sealing with approved Sealant including testing and removal of excess grout.  |       |            |
|   | 8" Diameter   | JOINT |            |
|   | 10" Diameter  | JOINT |            |
|   | 12" Diameter  | JOINT |            |
|   | 15" Diameter  | JOINT |            |
|   | 18" Diameter  | JOINT |            |
| <b>PART V - Structural CIPP Lining (Fully Deteriorated)</b>       |   |       |            |
| A   | Manhole to Manhole CIPP Lining for 8" Diameter Mains  | FT    |            |
| B   | Manhole to Manhole CIPP Lining for 10" Diameter Mains   | FT    |            |
| C   | Manhole to Manhole CIPP Lining for 12" Diameter Mains   | FT    |            |
| D   | Manhole to Manhole CIPP Lining for 15" Diameter Mains   | FT    |            |
| E   | Manhole to Manhole CIPP Lining for 18" Diameter Mains   | FT    |            |

**Note: See Appendix C for historical quantities**

**APPENDIX B**  
**Contractor Evaluation Form**

**APPENDIX C**  
**Rehabilitation Quantities**  
**(2007)**

**Swartz Creek Lining Summary - February 2007**

---

| <b>Street</b>    | <b>Size</b> | <b>Length</b> |
|------------------|-------------|---------------|
| Durwood Easement | 8           | 206'5"        |
| Durwood Easement | 8           | 201'7"        |
| Durwood Easement | 8           | 50'0"         |
| Seymour          | 8           | 102'8"        |
| Oakview Easement | 8           | 187'6"        |
| Seymour Easement | 8           | 204'2"        |
| Seymour Easement | 8           | 299'4"        |
| Seymour Easement | 8           | 251'0"        |
| Seymour Easement | 8           | 211'0"        |
| Oakview Easement | 8           | 310'0"        |
| Oakview Easement | 8           | 132'0"        |
| Oakview Easement | 8           | 309'0"        |

**APPENDIX D**  
**Sample Contract Book**

BID BOND

**BIDDER (Name and Address):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SURETY (Name and Address of Principal Place of Business):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER (Name and Address):**

City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473

**BID**

BID DUE DATE: January 30, 2008

PROJECT (Brief Description Including Location):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BOND**

BOND NUMBER: \_\_\_\_\_

DATE (Not later than bid due date): \_\_\_\_\_

PENAL SUM: \_\_\_\_\_

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER  
\_\_\_\_\_  
(Seal)  
Bidder's Name and Corporate Seal

SURETY  
\_\_\_\_\_  
(Seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.  
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

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



**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

**THIS AGREEMENT** is by and between City of Swartz Creek

(hereinafter called OWNER) and \_\_\_\_\_

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 - WORK**

---

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Cleaning, reaming, lining and grouting sanitary sewer

**ARTICLE 2 - THE PROJECT**

---

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Trenchless Sanitary Sewer Rehabilitation

**ARTICLE 3 - ENGINEER**

---

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

**ARTICLE 4 - CONTRACT TIMES**

---

4.01 Time of the Essence

- A. The contract unit prices are established and will be unchanged for four years, ending on March 10, 2012.
- B. Time for completion of each rehabilitation project will be discussed between the Owner and Contractor. A timeframe will be established by the Owner and agreed upon by the Contractor.

## ARTICLE 5 - CONTRACT PRICE

---

- 5.01 The OWNER shall pay the CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work on the bid schedule times the actual completed quantity of that item.

As provided in paragraph 11.03 of the General Conditions, estimate quantities are not guaranteed and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03.B of the General Conditions.

The estimated quantities of work will be established by the township each year of the three year contract.

## ARTICLE 6 - PAYMENT PROCEDURES

---

### 6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

### 6.02 Progress Payments; Retainage

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment at monthly intervals during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
    - a. 90% of Work completed (with the balance being retainage). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the

remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made.

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 150% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

#### 6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

#### ARTICLE 7 - INTEREST

---

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 8% per annum.

#### ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

---

- 8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 - CONTRACT DOCUMENTS

---

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 8, inclusive);
  - 2. Maintenance and Guaranty Bond (pages 1 to 2, inclusive) **to be renewed when each year's quantities are established by the city;**
  - 3. General Conditions (pages 1 to 42, inclusive);

4. Supplementary Conditions (pages 1 to 7, inclusive);
  5. Specifications as listed in the table of contents of the Project Manual;
  6. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive);
  7. Exhibits to this Agreement (enumerated as follows):
    - a. Notice to Proceed (pages 1 to 1, inclusive);
    - b. CONTRACTOR's Itemized Bid Sheet (pages 1 to 1, inclusive);
    - c. Documentation submitted by CONTRACTOR prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive);
  8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Written Amendments;
    - b. Work Change Directives;
    - c. Change Order(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

## ARTICLE 10 - MISCELLANEOUS

---

### 10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

### 10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated

to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 10.03 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 Other Provisions

None

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on , \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Swartz Creek  
\_\_\_\_\_

By: \_\_\_\_\_

[CORPORATE SEAL]

By: \_\_\_\_\_

[CORPORATE SEAL]

Attest \_\_\_\_\_

Address for giving notices

City of Swartz Creek  
\_\_\_\_\_

8083 Civic Drive  
\_\_\_\_\_

Swartz Creek, MI 48473  
\_\_\_\_\_

Designated Representative:

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Facsimile \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices .

Designated Representative:

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Facsimile \_\_\_\_\_

**PERFORMANCE BOND**

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

CONTRACTOR (Name and Address): SURETY (Name and Address of Principal Place of Business):

OWNER City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473

**CONTRACT**

Date:  
Amount:  
Description (Name and Location):

**BOND**

Date (Not earlier than Contract Date):  
Amount:  
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

**CONTRACTOR AS PRINCIPAL**

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

**SURETY**

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required)

**CONTRACTOR AS PRINCIPAL**

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

**SURETY**

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:



1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
  - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
  - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
  - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
    - 3.3.1. The Surety in accordance with the terms of the Contract;
    - 3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
  - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
    - 4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
    - 4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limited extent, the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
  - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
  - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed, delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.
  - 12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

**PAYMENT BOND**

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

CONTRACTOR (Name and Address):

SURETY

(Name and Address of  
Principal Place of Business):

OWNER      City of Swartz Creek  
              8083 Civic Drive  
              Swartz Creek, MI 48473

CONTRACT

Date:  
Amount:  
Description (Name and Location):

BOND

Date (Not earlier than Contract Date):  
Amount:  
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required)

CONTRACTOR AS PRINCIPAL

SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
    1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.
9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
  - 15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
  - 15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

MAINTENANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That \_\_\_\_\_,

Contractor, as principal and \_\_\_\_\_

\_\_\_\_\_ as surety, are held and firmly

bound unto \_\_\_\_\_,

in the sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_)

good and lawful money of the United States of America, to be paid to Owner, its legal representatives and assigns, for which payment well and truly made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents.

Scaled with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_ .

WHEREAS, the above named principal has entered into a certain written contract with \_\_\_\_\_, dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_, wherein the said principal covenanted and agreed as follows, to wit:

\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that by and under said contract, the above named principal has agreed with the said Owner that for a period of two years from the date of payment of Final Estimate, to keep in good order and repair any defect in all the work done under said contract either; by the principal or his sub-contractors, or his material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other work affected in making good such imperfections, shall also be made good all without expense to the Owner, excepting only such part or parts of said work as may have been disturbed without the consent or approval of the principal after the final acceptance of the work, and that when ever directed so to do by the Owner, by notice served WILL PROCEED at once to make such repairs as directed by said Owner; and in case of failure so to do within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the said Owner shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof to, and receive same from said principal or surety.

If any repair is necessary to be made at once to protect life and property, then and in that case, the said Owner may take immediate steps to repair or barricade such defects without notice to the contractor. In such accounting the said Owner shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actually paid therefore shall be charged to the principal or surety. In this connection the judgement of said Owner is final and conclusive. If the said principal for a period of two (2) years from the date of payment of Final Estimate, shall keep said work so constructed under said contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said principal after the final acceptance of the same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said Owner for any expense incurred by making such repairs, should the principal or surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the said Owner from all suits and actions for damage of every name and description brought or claimed against it for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts of omissions or through the negligence of said principal, servants, agents or employees in the prosecution of the work included in said contract, and from any and all claims arising under the Workmen's Compensation Act, so-called, of the State of Michigan, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this \_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_.

Signed, Sealed and Delivered  
In the Presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (L.S.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (L.S.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (L.S.)

NOTE; Bond must show complete NAME AND ADDRESS OF LOCAL AGENT AND HOME COMPANY.

NOTICE OF AWARD

Dated \_\_\_\_\_

TO: \_\_\_\_\_  
(BIDDER)

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Contract: \_\_\_\_\_  
(Insert name of Contract as it appears in the Bidding Documents)

Project: \_\_\_\_\_

OWNER's Contract No. \_\_\_\_\_

\_\_\_\_\_

You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for \_\_\_\_\_

\_\_\_\_\_ (Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your Contract is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

\_\_ copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. \_\_ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the OWNER \_\_ fully executed counterparts of the Contract Documents. [Each of the Contract Documents must bear your signature.
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (Article 20), [and] General Conditions (paragraph 5.01) [and Supplementary Conditions (paragraph SC-5.01).]



NOTICE TO PROCEED

Dated \_\_\_\_\_

TO: \_\_\_\_\_  
(CONTRACTOR)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract: \_\_\_\_\_  
(Insert name of Contract as it appears in the Contract Documents)

Project: \_\_\_\_\_

OWNER'S CONTRACT NO. \_\_\_\_\_

You are notified that the Contract Times under the above contract will commence to run on \_\_\_\_\_ . By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the date of Substantial Completion is \_\_\_\_\_ and the date of readiness for final payment is \_\_\_\_\_ .

Before you may start any Work at the Site, paragraph 2.05.C of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must  
(add other requirements, if any)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(OWNER)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

Copy to ENGINEER



APPLICATION FOR PAYMENT

To (Owner):  
Contract For:  
Project Number:  
Contractor:  
For Period Ending:  
Recommendation Number:  
Page: 1 of

STATEMENT OF WORK:

Work to Date:  
Amount Retained:  
Subtotal:  
Previous Payments Recommended:  
Amount Due This Application:

CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that : (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment, (2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_  
(Authorized Signature)

Engineer's Recommendation:  
Payment of the amount due this application is recommended.

ROWE INCORPORATED

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

**CHANGE ORDER**

No. \_\_\_\_\_

PROJECT: \_\_\_\_\_

OWNER: \_\_\_\_\_

CONTRACT NO: \_\_\_\_\_ DATE OF ISSUANCE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ ENGINEER: Rowe Incorporated

You are directed to make the following changes in the Contract Documents:

Description:

Reason for Change Order:

Attachments: (List documents supporting change)

| CHANGE IN CONTRACT PRICE                              | CHANGE IN CONTRACT TIMES                              |
|---|---|
| Original contract price: _____                        | Original contract times: _____                        |
|   | Substantial completion: _____                         |
|   | Ready for final payment: _____                        |
| Net change from previous change orders: _____         | Net change from previous change orders: _____         |
| Contract price prior to this change order: _____      | Contract times prior to this change order: _____      |
| Net increase/decrease of this change order: _____     | Net increase/decrease of this change order: _____     |
| Contract price with all approved change orders: _____ | Contract times with all approved change orders: _____ |
|   | Substantial completion: _____                         |
|   | Ready for final payment: _____                        |

RECOMMENDED: \_\_\_\_\_ DATE  
 ROWE INCORPORATED

APPROVED: \_\_\_\_\_ DATE  
 OWNER

ACCEPTED: \_\_\_\_\_ DATE  
 CONTRACTOR

CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE OF ISSUANCE \_\_\_\_\_

OWNER \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

Contract: \_\_\_\_\_

Project: \_\_\_\_\_

OWNER's Contract No. \_\_\_\_\_ ENGINEER's Project No. \_\_\_\_\_

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To \_\_\_\_\_  
OWNER

And To \_\_\_\_\_  
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

\_\_\_\_\_  
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within \_\_\_\_\_ days of the above date of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

OWNER: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The following documents are attached to and made a part of this Certificate:

\_\_\_\_\_

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

\_\_\_\_\_

Executed by ENGINEER on \_\_\_\_\_  
Date

\_\_\_\_\_  
ENGINEER

By: \_\_\_\_\_  
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on \_\_\_\_\_  
Date

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_  
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on \_\_\_\_\_  
Date

\_\_\_\_\_  
OWNER

By: \_\_\_\_\_  
(Authorized Signature)

**CONSENT OF SURETY  
Request for Adjustment of Retainage**

PROJECT TITLE: Sanitary Sewer Rehabilitation

PROJECT NO.: 07C0280

OWNER: City of Swartz Creek

PROJECT MANAGER \_\_\_\_\_ CONTRACT NO. \_\_\_\_\_

RESIDENT PROJECT ENGINEER \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

The Contractor, \_\_\_\_\_, hereby requests that the percentage of progress payment estimates retained by the Owner under the provisions of the Contract Documents be REDUCED to \_\_\_\_\_%.

by: \_\_\_\_\_  
Contractor Representative Date

The Surety on the Performance Bond for said Project \_\_\_\_\_ hereby approved the foregoing request.  
Surety Company

Power of Attorney must be attached to original copy  
by: \_\_\_\_\_  
Attorney-in-fact Date

Approval IS/IS NOT recommended: The percentage of completion as of \_\_\_\_\_ is \_\_\_\_\_% and the present percentage of elapsed time as of \_\_\_\_\_ is \_\_\_\_\_%.

by: \_\_\_\_\_  
ROWE INCORPORATED

Approval IS/IS NOT recommended:

by: \_\_\_\_\_  
ROWE INCORPORATED Date

APPROVED/DISAPPROVED

BY \_\_\_\_\_  
For the Owner

**CONSENT OF SURETY  
For Final Payment**

PROJECT NAME: Sanitary Sewer Rehabilitation

OWNER: City of Swartz Creek

PROJECT NO.: 07C0280

TYPE OF CONTRACT: cleaning, reaming, lining and grouting sanitary sewer

AMOUNT OF CONTRACT: \_\_\_\_\_

In accordance with the provisions of the above-named contract between the Owner and the Contractor, the following named surety:

\_\_\_\_\_  
\_\_\_\_\_

on the Payment bond of the following-named Contractor:

\_\_\_\_\_  
\_\_\_\_\_

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the Owner as set forth in said Surety company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Signature of Authorized Representative)

TITLE \_\_\_\_\_

(Corporate Seal)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

---

AMERICAN CONSULTING ENGINEERS COUNCIL

---

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

Construction Specifications Institute

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2) (1996 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-50). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition).

EJCDC No. 1910-8 (1996 Edition)

Copyright ©1996

National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council  
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers  
345 East 47th Street, New York, NY 10017



**TABLE OF CONTENTS**

|   | <u>Page</u> |
|---|-------------|
| ARTICLE 1 - DEFINITIONS AND TERMINOLOGY .....   | 00700 - 6   |
| 1.01 <i>Defined Terms</i> .....   | 00700 - 6   |
| 1.02 <i>Terminology</i> .....   | 00700 - 8   |
| ARTICLE 2 - PRELIMINARY MATTERS .....   | 00700 - 9   |
| 2.01 <i>Delivery of Bonds</i> .....   | 00700 - 9   |
| 2.02 <i>Copies of Documents</i> .....   | 00700 - 9   |
| 2.03 <i>Commencement of Contract Times; Notice to Proceed</i> .....                           | 00700 - 9   |
| 2.04 <i>Starting the Work</i> .....   | 00700 - 9   |
| 2.05 <i>Before Starting Construction</i> .....  | 00700 - 9   |
| 2.06 <i>Preconstruction Conference</i> .....  | 00700 - 10  |
| 2.07 <i>Initial Acceptance of Schedules</i> .....   | 00700 - 10  |
| ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE .....                                 | 00700 - 10  |
| 3.01 <i>Intent</i> .....  | 00700 - 10  |
| 3.02 <i>Reference Standards</i> .....   | 00700 - 10  |
| 3.03 <i>Reporting and Resolving Discrepancies</i> .....                                       | 00700 - 11  |
| 3.04 <i>Amending and Supplementing Contract Documents</i> .....                               | 00700 - 11  |
| 3.05 <i>Reuse of Documents</i> .....  | 00700 - 11  |
| ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS ..... | 00700 - 11  |
| 4.01 <i>Availability of Lands</i> .....   | 00700 - 11  |
| 4.02 <i>Subsurface and Physical Conditions</i> .....  | 00700 - 12  |
| 4.03 <i>Differing Subsurface or Physical Conditions</i> .....                                 | 00700 - 12  |
| 4.04 <i>Underground Facilities</i> .....  | 00700 - 13  |
| 4.05 <i>Reference Points</i> .....  | 00700 - 13  |
| 4.06 <i>Hazardous Environmental Condition at Site</i> .....                                   | 00700 - 14  |
| ARTICLE 5 - BONDS AND INSURANCE .....   | 00700 - 15  |
| 5.01 <i>Performance, Payment, and Other Bonds</i> .....                                       | 00700 - 15  |
| 5.02 <i>Licensed Sureties and Insurers</i> .....  | 00700 - 15  |
| 5.03 <i>Certificates of Insurance</i> .....   | 00700 - 15  |
| 5.04 <i>CONTRACTOR's Liability Insurance</i> .....  | 00700 - 15  |
| 5.05 <i>OWNER's Liability Insurance</i> .....   | 00700 - 16  |
| 5.06 <i>Property Insurance</i> .....  | 00700 - 16  |
| 5.07 <i>Waiver of Rights</i> .....  | 00700 - 17  |
| 5.08 <i>Receipt and Application of Insurance Proceeds</i> .....                               | 00700 - 18  |
| 5.09 <i>Acceptance of Bonds and Insurance; Option to Replace</i> .....                        | 00700 - 18  |
| 5.10 <i>Partial Utilization, Acknowledgment of Property Insurer</i> .....                     | 00700 - 18  |
| ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES .....   | 00700 - 18  |
| 6.01 <i>Supervision and Superintendence</i> .....   | 00700 - 18  |
| 6.02 <i>Labor; Working Hours</i> .....  | 00700 - 18  |
| 6.03 <i>Services, Materials, and Equipment</i> .....  | 00700 - 19  |
| 6.04 <i>Progress Schedule</i> .....   | 00700 - 19  |
| 6.05 <i>Substitutes and "Or-Equals"</i> .....   | 00700 - 19  |
| 6.06 <i>Concerning Subcontractors, Suppliers, and Others</i> .....                            | 00700 - 20  |
| 6.07 <i>Patent Fees and Royalties</i> .....   | 00700 - 21  |
| 6.08 <i>Permits</i> .....   | 00700 - 21  |
| 6.09 <i>Laws and Regulations</i> .....  | 00700 - 22  |

|  |  |            |
|--|--|------------|
| 6.10   | <i>Taxes</i>   | 00700 - 22 |
| 6.11   | <i>Use of Site and Other Areas</i>   | 00700 - 22 |
| 6.12   | <i>Record Documents</i>  | 00700 - 22 |
| 6.13   | <i>Safety and Protection</i>   | 00700 - 23 |
| 6.14   | <i>Safety Representative</i>   | 00700 - 23 |
| 6.15   | <i>Hazard Communication Programs</i>   | 00700 - 23 |
| 6.16   | <i>Emergencies</i>   | 00700 - 23 |
| 6.17   | <i>Shop Drawings and Samples</i>   | 00700 - 23 |
| 6.18   | <i>Continuing the Work</i>   | 00700 - 24 |
| 6.19   | <i>CONTRACTOR's General Warranty and Guarantee</i>                               | 00700 - 24 |
| 6.20   | <i>Indemnification</i>   | 00700 - 25 |
| <b>ARTICLE 7 - OTHER WORK</b>  |  | 00700 - 25 |
| 7.01   | <i>Related Work at Site</i>  | 00700 - 25 |
| 7.02   | <i>Coordination</i>  | 00700 - 26 |
| <b>ARTICLE 8 - OWNER'S RESPONSIBILITIES</b>                            |  | 00700 - 26 |
| 8.01   | <i>Communications to Contractor</i>  | 00700 - 26 |
| 8.02   | <i>Replacement of ENGINEER</i>   | 00700 - 26 |
| 8.03   | <i>Furnish Data</i>  | 00700 - 26 |
| 8.04   | <i>Pay Promptly When Due</i>   | 00700 - 26 |
| 8.05   | <i>Lands and Easements; Reports and Tests</i>                                    | 00700 - 26 |
| 8.06   | <i>Insurance</i>   | 00700 - 26 |
| 8.07   | <i>Change Orders</i>   | 00700 - 26 |
| 8.08   | <i>Inspections, Tests, and Approvals</i>   | 00700 - 27 |
| 8.09   | <i>Limitations on OWNER's Responsibilities</i>                                   | 00700 - 27 |
| 8.10   | <i>Undisclosed Hazardous Environmental Condition</i>                             | 00700 - 27 |
| 8.11   | <i>Evidence of Financial Arrangements</i>  | 00700 - 27 |
| <b>ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION</b>               |  | 00700 - 27 |
| 9.01   | <i>OWNER'S Representative</i>  | 00700 - 27 |
| 9.02   | <i>Visits to Site</i>  | 00700 - 27 |
| 9.03   | <i>Project Representative</i>  | 00700 - 27 |
| 9.04   | <i>Clarifications and Interpretations</i>  | 00700 - 27 |
| 9.05   | <i>Authorized Variations in Work</i>   | 00700 - 28 |
| 9.06   | <i>Rejecting Defective Work</i>  | 00700 - 28 |
| 9.07   | <i>Shop Drawings, Change Orders and Payments</i>                                 | 00700 - 28 |
| 9.08   | <i>Determinations for Unit Price Work</i>  | 00700 - 28 |
| 9.09   | <i>Decisions on Requirements of Contract Documents and Acceptability of Work</i> | 00700 - 28 |
| 9.10   | <i>Limitations on ENGINEER's Authority and Responsibilities</i>                  | 00700 - 28 |
| <b>ARTICLE 10 - CHANGES IN THE WORK; CLAIMS</b>                        |  | 00700 - 29 |
| 10.01  | <i>Authorized Changes in the Work</i>  | 00700 - 29 |
| 10.02  | <i>Unauthorized Changes in the Work</i>  | 00700 - 29 |
| 10.03  | <i>Execution of Change Orders</i>  | 00700 - 29 |
| 10.04  | <i>Notification to Surety</i>  | 00700 - 29 |
| 10.05  | <i>Claims and Disputes</i>   | 00700 - 29 |
| <b>ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK</b> |  | 00700 - 30 |
| 11.01  | <i>Cost of the Work</i>  | 00700 - 30 |
| 11.02  | <i>Cash Allowances</i>   | 00700 - 32 |
| 11.03  | <i>Unit Price Work</i>   | 00700 - 32 |

|   |                |
|---|----------------|
| ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES .....                             | 00700 - 32     |
| 12.01 <i>Change of Contract Price</i> .....   | 00700 - 32     |
| 12.02 <i>Change of Contract Times</i> .....   | 00700 - 33     |
| 12.03 <i>Delays Beyond CONTRACTOR's Control</i> .....   | 00700 - 33     |
| 12.04 <i>Delays Within CONTRACTOR's Control</i> .....   | 00700 - 33     |
| 12.05 <i>Delays Beyond OWNER's and CONTRACTOR's Control</i> .....                                 | 00700 - 33     |
| 12.06 <i>Delay Damages</i> .....  | 00700 - 33     |
| <br>ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK ..... | <br>00700 - 34 |
| 13.01 <i>Notice of Defects</i> .....  | 00700 - 34     |
| 13.02 <i>Access to Work</i> .....   | 00700 - 34     |
| 13.03 <i>Tests and Inspections</i> .....  | 00700 - 34     |
| 13.04 <i>Uncovering Work</i> .....  | 00700 - 34     |
| 13.05 <i>OWNER May Stop the Work</i> .....  | 00700 - 35     |
| 13.06 <i>Correction or Removal of Defective Work</i> .....  | 00700 - 35     |
| 13.07 <i>Correction Period</i> .....  | 00700 - 35     |
| 13.08 <i>Acceptance of Defective Work</i> .....   | 00700 - 35     |
| 13.09 <i>OWNER May Correct Defective Work</i> .....   | 00700 - 35     |
| <br>ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION .....                                      | <br>00700 - 36 |
| 14.01 <i>Schedule of Values</i> .....   | 00700 - 36     |
| 14.02 <i>Progress Payments</i> .....  | 00700 - 36     |
| 14.03 <i>CONTRACTOR's Warranty of Title</i> .....   | 00700 - 38     |
| 14.04 <i>Substantial Completion</i> .....   | 00700 - 38     |
| 14.05 <i>Partial Utilization</i> .....  | 00700 - 38     |
| 14.06 <i>Final Inspection</i> .....   | 00700 - 39     |
| 14.07 <i>Final Payment</i> .....  | 00700 - 39     |
| 14.08 <i>Final Completion Delayed</i> .....   | 00700 - 39     |
| 14.09 <i>Waiver of Claims</i> .....   | 00700 - 40     |
| <br>ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION .....   | <br>00700 - 40 |
| 15.01 <i>OWNER May Suspend Work</i> .....   | 00700 - 40     |
| 15.02 <i>OWNER May Terminate for Cause</i> .....  | 00700 - 40     |
| 15.03 <i>OWNER May Terminate For Convenience</i> .....  | 00700 - 40     |
| 15.04 <i>CONTRACTOR May Stop Work or Terminate</i> .....  | 00700 - 41     |
| <br>ARTICLE 16 - DISPUTE RESOLUTION .....   | <br>00700 - 41 |
| 16.01 <i>Methods and Procedures</i> .....   | 00700 - 41     |
| <br>ARTICLE 17 - MISCELLANEOUS .....  | <br>00700 - 41 |
| 17.01 <i>Giving Notice</i> .....  | 00700 - 41     |
| 17.02 <i>Computation of Times</i> .....   | 00700 - 41     |
| 17.03 <i>Cumulative Remedies</i> .....  | 00700 - 41     |
| 17.04 <i>Survival of Obligations</i> .....  | 00700 - 41     |
| 17.05 <i>Controlling Law</i> .....  | 00700 - 41     |

## GENERAL CONDITIONS

### ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

---

#### 1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

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

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

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

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum

products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

## 1.02 Terminology

### A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to

ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

---

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

#### 2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

#### 2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to

CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

### ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

#### 3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

#### 3.02 *Reference Standards*

##### A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as



may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

### 3.03 Reporting and Resolving Discrepancies

#### A. Reporting Discrepancies

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

#### B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

### 3.05 Reuse of Documents

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

## ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

### 4.01 Availability of Lands

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### 4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

#### 4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

#### C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

#### B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

#### 4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER

whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 Hazardous Environmental Condition at Site

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area

affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work; and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 5 - BONDS AND INSURANCE

---

### 5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and

### 5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

### 5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

### 5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11; and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final

payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

#### 5.05 OWNER's Liability Insurance

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

#### 5.06 Property Insurance

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

#### 5.07 Waiver of Rights

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect

OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or



ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

#### 5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

#### 5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

#### 5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

### ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

---

#### 6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

#### 6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract



Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

#### 6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

#### 6.05 *Substitutes and "Or-Equals"*

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

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

#### 2. *Substitute Items*

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment

will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

#### 6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis

of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGI-

NEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

#### 6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

## 6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

## 6.10 *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

## 6.11 *Use of Site and Other Areas*

### A. *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

## 6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

### 6.13 *Safety and Protection*

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

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

### 6.14 *Safety Representative*

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

### 6.15 *Hazard Communication Programs*

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

### 6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

### 6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

#### D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

#### E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

#### F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

#### 6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

#### 6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by OWNER.

#### 6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

## ARTICLE 7 - OTHER WORK

### 7.01 Related Work at Site

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and
2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any,

of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

#### 7.02 Coordination

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

## ARTICLE 8 - OWNER'S RESPONSIBILITIES

---

### 8.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

### 8.02 Replacement of ENGINEER

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

### 8.03 Furnish Data

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

### 8.04 Pay Promptly When Due

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

### 8.05 Lands and Easements; Reports and Tests

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

### 8.06 Insurance

A. OWNER's responsibilities, if any, in respect of purchasing and maintaining liability and property insurance are set forth in Article 5.

### 8.07 Change Orders

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.



#### 8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

#### 8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

#### 8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

#### 8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

### ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

---

#### 9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

#### 9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work

is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

#### 9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

#### 9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

#### 9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

#### 9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

#### 9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

#### 9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

#### 9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

#### 9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

## ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

### 10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

### 10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

### 10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

### 10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

### 10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such

Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

#### ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

---

##### 11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include

without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers,

which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted

accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

#### 11.02 Cash Allowances

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

### ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

---

#### 12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee*: The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

#### 12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

#### 12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

#### 12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

#### 12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

#### 12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS;  
CORRECTION, REMOVAL OR ACCEPTANCE OF  
DEFECTIVE WORK

---

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.



### 13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

### 13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others):

### 13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or

relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

### 13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

### 13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by

ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

## ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

### 14.01 Schedule of Values

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments

and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

### 14.02 Progress Payments

#### A. Applications for Payments

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

#### B. Review of Applications

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional

and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and
- c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it

would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Written Amendment or Change Orders;
- c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or
- d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

#### C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

#### D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

- a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling OWNER to a set-off against the amount recommended; or
- d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to

ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

#### 14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

#### 14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of

Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the

division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 *Final Payment*

##### A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral

satisfactory to OWNER to indemnify OWNER against any Lien.

##### B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

##### C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

#### 14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

#### 14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

#### ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

---

##### 15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

##### 15.02 OWNER May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

##### 15.03 OWNER May Terminate For Convenience

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 CONTRACTOR May Stop Work or Terminate

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

### ARTICLE 16 - DISPUTE RESOLUTION

#### 16.01 Methods and Procedures

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

### ARTICLE 17 - MISCELLANEOUS

#### 17.01 Giving Notice

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

#### 17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

#### 17.03 Cumulative Remedies

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

#### 17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

#### 17.05 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

## SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-3.03 Add the following new paragraph immediately after paragraph 3.30.B:

C. Interpretation of Conflicting Provisions of Contract Documents

In the event of a conflict between two or more sections of the contract documents, the contract requirements will be defined by the provisions of these sections in the following order of precedence:

- Addenda (in descending order)
- Drawings
- Specifications

SC-4.02 Add the following new paragraph(s) immediately after paragraph 4.02.B:

- C. In the preparation of Drawings and Specifications, ENGINEER or ENGINEER's Consultants relied upon the following reports of explorations and tests of subsurface conditions at the Site: None
- D. In the preparation of Drawings and Specifications, ENGINEER or ENGINEER's Consultants relied upon the following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the Site: None

SC-5.04 Add the following new paragraph immediately after paragraph 5.04.B:

- C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

|    |                                 | MINIMUM<br>LIMITS(000's) |
|----|---------------------------------|--------------------------|
| 1  | <u>WORKERS COMPENSATION</u>     |                          |
| a. | Part One: Compensation          | Statutory                |
| b. | Part Two: Employee's Liability: |                          |
|    | accident                        | \$100                    |
|    | disease                         | \$100                    |
|    | aggregate disease               | \$500                    |



2. GENERAL LIABILITY ("1973" form)

- |    |   |       |
|----|---|-------|
| a. | Bodily Injury-Each Occurrence Limit           | \$500 |
| b. | Bodily Injury-Aggregate Limit                 | \$500 |
| c. | Property Damage-Each Occurrence Limit         | \$250 |
| d. | Property Damage-Aggregate Limit               | \$500 |
| e. | Products/Completed Operations Aggregate Limit | \$500 |

OR

- |    |   |         |
|----|---|---------|
| a. | Combined Single Limit Each Occurrence Limit | \$1,000 |
| b. | Combined Single Limit Aggregate Limit       | \$1,000 |

3. COMPREHENSIVE AUTOMOBILE LIABILITY

- |    |                                       |       |
|----|---------------------------------------|-------|
| a. | Bodily Injury-Each Occurrence Limit   | \$500 |
| b. | Property Damage-Each Occurrence Limit | \$250 |

OR

- |    |   |         |
|----|---|---------|
| a. | Combined Single Limit<br>No Fault Statutory | \$1,000 |
|----|---|---------|

4. OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY ("1973" form)

- |    |                                       |       |
|----|---------------------------------------|-------|
| a. | Bodily Injury-Each Occurrence Limit   | \$500 |
| b. | Property Damage-Each Occurrence Limit | \$250 |
| c. | Property Damage-Aggregate Limit       | \$500 |

OR

- |    |                       |         |
|----|-----------------------|---------|
| a. | Combined Single Limit | \$1,000 |
|----|-----------------------|---------|

5. UMBRELLA or EXCESS LIABILITY \$1,000

6. The Owner's and Contractor's Protective Liability Insurance shall include the following persons or entities as insureds:

- |    |                          |
|----|--------------------------|
| a. | The City of Swartz Creek |
| b. | ROWE INCORPORATED        |
| c. | Genesee County Road      |

SC-6.06.C Add the following sentence at the end of paragraph 6.06.C:

OWNER or ENGINEER may furnish to any such Subcontractor, Supplier, or other individual or entity, to the extent practicable, information about amounts paid to CONTRACTOR on account of Work performed for CONTRACTOR by a particular Subcontractor, Supplier, or other individual or entity.

SC-7.03 Add the following new paragraph immediately after paragraph GC-7.02:

SC-7.03 Claims Between Contractors

- A. Should CONTRACTOR cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of CONTRACTOR's performance of the Work at the Site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, ENGINEER's Consultants, or the construction coordinator, CONTRACTOR shall promptly attempt to settle with such separate contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.
- B. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against OWNER, ENGINEER, ENGINEER's Consultants, or the construction coordinator to the extent said claim is based on or arises out of CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of work by any separate contractor at the Site give rise to any other Claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, ENGINEER's Consultants, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER, ENGINEER, ENGINEER's Consultants or the construction coordinator on account of any such damage or Claim.
- C. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor, and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, ENGINEER's Consultants, and construction coordinator for any delay, disruption, interference, or hindrance caused

by any separate contractor. This paragraph does not prevent recovery from OWNER, ENGINEER, ENGINEER's Consultant, or construction coordinator for activities that are their respective responsibilities.

SC-8.11 Add the following new paragraph immediately after paragraph 8.11.A:

- B. On request of CONTRACTOR prior to the execution of any Change Order involving a significant increase in the Contract Price, OWNER shall furnish to CONTRACTOR reasonable evidence that adequate financial arrangements have been made by OWNER to enable OWNER to fulfill the increased financial obligations to be undertaken by OWNER as a result of such Change Order.

SC-11.03.C Delete paragraph 11.03.C in its entirety and insert the following in its place:

- C. There will be no adjustments made to unit prices, regardless of quantities.

SC-14.05.A Add the following new paragraph immediately after paragraph 14.05.A.1, which is to read as follows:

- 2. OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER, and within a reasonable time thereafter OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such lists to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

Paragraph 14.05.A.2 shall be renumbered to 14.05.A.3.

SC-16 Add the following new paragraph immediately after paragraph 16.01:

SC-16.02 Mediation

- A. OWNER and CONTRACTOR agree that they shall submit any and all unsettled Claims or counterclaims, disputes, or other matters in question between them arising

out of or relating to the Contract Documents or the breach thereof to mediation by a mutually acceptable mediator [prior to either of them initiating against the other a demand for arbitration pursuant to paragraph SC-16.03, unless delay in initiating arbitration would irrevocably prejudice one of the parties. The 30 day time limit within which to file a demand for arbitration as provided in paragraphs SC-16.03.B and 16.03.C shall be suspended with respect to a dispute submitted to mediation within that time limit and shall remain suspended until 10 days after the termination of the mediation.] The mediator of any dispute submitted to mediation under this agreement shall not serve as arbitrator of such dispute unless otherwise agreed.

SC-16 Add the following new paragraph immediately after paragraph SC-16.02.

#### SC-16.03 Arbitration

- A. All Claims or counterclaims, disputes, or other matters in question between OWNER and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof (except for Claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.09) not resolved under the provisions of paragraph SC-16.02 will be decided by binding arbitration in accordance with the then obtaining, subject to the limitations of this paragraph SC-16.03. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. No demand for arbitration of any Claim or counterclaim, dispute, or other matter that is required to be referred to ENGINEER initially for decision in accordance with paragraph 9.09 will be made until the earlier of: (i) the date on which ENGINEER has rendered a written decision, or (ii) the 31st day after the parties have presented their final evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such Claim or counterclaim, dispute, or other matter will be made later than 30 days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 10.05; and the failure to demand arbitration within said 30 day period will result in ENGINEER's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.
- C. Notice of the demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the 30 day period specified in paragraph SC-16.03.B, and in all other cases within a reasonable time after the Claim or counterclaim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal

or equitable proceedings based on such Claim or other dispute or matter in question would be barred by the applicable statute of limitations.

- D. Except as provided in paragraph SC-16.03.E, no arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder, or in any other manner any other individual or entity (including ENGINEER, and ENGINEER's Consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
  2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings; and
  3. the written consent of the other individual or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.
- E. Notwithstanding paragraph SC-16.03.D, if a Claim or counterclaim, dispute, or other matter in question between OWNER and CONTRACTOR involves the Work of a Subcontractor, either OWNER or CONTRACTOR may join such Subcontractor as a party to the arbitration between OWNER and CONTRACTOR hereunder. CONTRACTOR shall include in all subcontracts required by paragraph 6.06.G a specific provision whereby the Subcontractor consents to being joined in an arbitration between OWNER and CONTRACTOR involving the Work of such Subcontractor. Nothing in this paragraph SC-16.03.E nor in the provisions of such subcontract consenting to joinder shall create any claim, right, or cause of action in favor of Subcontractor and against OWNER, ENGINEER, or ENGINEER's Consultants that does not otherwise exist.
- F. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

SECTION 01570  
TRAFFIC CONTROL

PART 1 - GENERAL

1.01 Work Included

The Contractor shall execute the work in a manner such that traffic is maintained and access is provided to all residences, businesses, and commercial establishments.

PART 2 - PRODUCTS

2.01 Signing

Signing and barricading shall be provided by the Contractor in accordance with the details on the plans, the Michigan Manual of Uniform Traffic Control Devices, and the requirements of the road agency. Signs and barricades left in place after dark shall be lighted.

PART 3 - EXECUTION

3.01 Maintain Access to all Properties

It shall be the Contractor's responsibility to notify residents or occupants of property along the project of temporary closures of driveways or roads. Sufficient advance warning shall be provided to allow notification of all affected parties.

The duration of any closure shall be limited to the minimum length of time necessary to complete the particular task requiring the closure. In no case, shall a closure extend overnight.

Upon completion of pipe installation or other work requiring a closure, the area shall be backfilled and regraded to meet adjacent grades. A temporary gravel driving surface shall be provided and maintained by the contractor. The gravel shall meet the requirements of 23A series aggregate, as specified in the 2003 MDOT Standard Specifications for Construction. The gravel shall be placed to a depth of at least eight inches.

3.02 Protection of Hazardous Areas

Excavation and hazardous areas shall be protected by barricades or snow fence. Barricades left in place at night shall be lighted.

3.03 Corrective Action

If in the Engineer's or Owner's opinion inadequate protection or maintenance of traffic is provided, the Engineer or Owner will attempt to contact the Contractor and notify him of the

deficiency. If the Contractor cannot be notified or fails to make prompt corrections, the Owner or Engineer may authorize that said deficiencies be corrected by others. The cost of making such corrections will be charged to the Contractor.

**PART 4 - MEASUREMENT AND PAYMENT**

The work of maintaining traffic as required in this specification is considered incidental to the sanitary sewer rehabilitation pay items and will not be paid for separately.

**\*\*\*END OF SECTION\*\*\***

SECTION 02734  
SANITARY SEWER PIPE REHABILITATION

PART 1 - GENERAL

1.01 Work Included

The Contractor shall supply all labor, material and equipment required for the inspection, installation and testing of all cured in-place lining in compliance with these general specifications, project specifications, manufacturer's specifications, and the contract drawings.

The type of lining will be defined as either manhole to manhole lining or sectional lining. Manhole to manhole lining will include the relining of the entire pipe from manhole to manhole. Sectional lining will include the relining of isolated sections of pipe. Additional items necessary to complete the work including robotic reaming of protruding laterals and by-pass of sewage are also covered in this specification.

This work shall also include chemical grouting of leaking joints as indicated in the work description and inspection of manholes for future phases as well as recommendations for types of rehabilitation.

1.02 Standards

The lining work shall conform to the requirements of ASTM 1216-93.

1.03 Submittals

A. Video Recordings

1. Extent of sewer recording shall be as is delineated by record drawings and at the direction of the owner. Digital recording playback shall be at the same speed at which it was recorded. Slow motion or stop-motion playback features may be supplied at the option of the Contractor. Title to the recordings shall be with the Owner. The Contractor shall have all recordings and necessary playback equipment readily accessible for review by the Owner during the project. Recordings shall:
  - a. Be supplied to the Owner on compact disc;
  - b. Be in .mpg format;
  - c. Be in color;
  - d. Display the following information:
    - i. date and time, ii. footage counter, iii. US MH#, iv. DS MH#, v. Pipe#. US MH# and DS MH# shall refer to same numbers as in plan set



## PART 2 - PRODUCTS

### 2.01 Liner Materials

All materials shall be new and shall be of first class ingredients and construction, designed and guaranteed to perform the service required. The installed composite material shall exceed the minimum test standards specified by ASTM D-790 for flexural strength and flexural modulus.

#### A. Liner Tube

The tube shall consist of one or more layers of flexible needled felt or an equivalent non-woven or woven material, or a combination of non-woven and woven materials, capable of carrying resin, withstanding installation pressures and curing temperatures. The tube should be compatible with the resin system used. Overlapping sections shall not be allowed in the circumference or length of the lines.

The material should be able to stretch to fit irregular pipe sections and negotiate bends. The tube should be fabricated to a size that, when installed, will tightly fit the internal circumference and the length of the original conduit.

#### B. Resin

A general purpose, unsaturated, styrene-based thermoset resin and catalyst system or an epoxy resin and hardener that is compatible with the inversion process should be used. The resin must be able to cure in the presence of water and the initiation temperature for cure should be less than 180 degrees Fahrenheit (82.2 degrees Celsius). The cured in-place pipe shall provide a smooth bore interior with a roughness coefficient factor equal to 0.010.

### 2.02 Material Design

A liner design must be provided for each liner that is installed. The design must be to ASTM 1216-93 specifications. The design shall assume a completely deteriorated host pipe, so that the proposed liner will bear 100 percent of the fully loaded condition.

### 2.03 Material Testing

All materials to be incorporated in the rehabilitation of sewers shall be subject to inspection and tests as specified by ASTM, ASA or AWWA regulations. The Owner reserves the right to subject any material supplied for a particular project to an independent testing laboratory. Such tests if scheduled shall be paid for by the Owner. The results of such tests shall govern in material acceptance.

The Contractor will be required to supply the Owner with a certificate of compliance or actual test results stating that the material to be used is in conformance with the specifications prior to using material for construction.

## 2.04 Chemical Sealing Materials

### A. General

The chemical sealing materials shall be Acrylamide Base Gel Grout, Urethane Foam Grout or an approved equal. Mixing and handling of all the chemical sealing materials shall be in strict accordance with the manufacturer's recommendations.

All chemical sealing materials used in the performance of the work specified must conform to the following minimum performance standards:

1. While being injected, the chemical grout must be able to react in moving water.
2. The final cured grout must be capable of withstanding submergence in water without degrading over the life of the grout.
3. The resultant grout formation must be impervious to water penetration over the life of the grout.
4. The grout material, after fully curing, must be flexible, not brittle or rigid.
5. The final grout should be able to withstand freeze-thaw and wet-dry cycles without causing adverse changes to the grout.
6. The final grout formation must not be biodegradable.
7. The cured grout should be chemically stable and resistant to concentrations of acids, alkalis, and organics found in normal sewage.
8. The chemical grout sealing effectiveness shall meet or exceed that stated in "Chemical Sealants for Elimination of I/T", page 23, published by the U.S.E.P.A., September 28, 1973.

All chemical sealing materials used shall meet the following minimum application requirements.

1. All component materials should be easily transportable by common carriers.
2. Packaging of component materials should be compatible with field storage requirements.

3. Grout components must be packaged in such a fashion as to provide for maximum worker safety when handling the materials and minimize spillage when preparing for use.
4. Mixing of the components should be compatible with field applications and not require precise measurements.
5. Catalyzation shall take place at the point of injection/repair.
6. Cleanup must be done without inordinate use of flammable or hazardous chemicals.
7. Materials must be capable of being pumped through a minimum of 500 feet of ½ inch to ¾ inch diameter hose.
8. Residual sealing materials must be removable from the sewer after injection to insure no flow reduction, restriction or blockage of normal sewer flows.

B. Acrylamide Base sealing materials shall have the following basic properties:

1. A controllable reaction time of from ten (10) seconds or greater to more than one (1) hour.
2. Viscosity that can be made near one (1) centipoise or greater.
3. Viscosity to remain constant throughout the induction period.
4. The ability to tolerate some dilution and react in moving water.
5. The final reaction shall produce a continuous irreversible, impermeable stiff gel.
6. The gel shall not be rigid or brittle.
7. The gel shall have a negligible corrosion rate on mild steel plates.
8. The base compounds may be varied considerably by additives to increase the strength, adhesion, solution density and viscosity.

C. The Urethane foam sealing materials shall have the following basic properties:

1. A controllable cure time from 15 minutes at 40 degrees F. to 4.6 minutes at 100 degrees F. when reacted by water only.
2. When an accelerator is used, cure time shall range from 5.5 minutes at 40 degrees F. to 2.6 minutes at 100 degrees F.

3. Viscosity of the sealing materials shall be controlled to between 300 and 350 centipoise.
4. The liquid pre-polymer shall contain solid or active material constituting 82-88% of its weight.
5. During injection foaming and expansion should take place causing steadily increasing viscosity.
6. Physical properties of the cured foam should be approximately 14 lbs./ft.<sup>3</sup> density, 80-90 psi tensile strength and 700-800% elongation.

### PART 3 - EXECUTION

#### 3.01 Sewage By-Pass

Bypassing of the existing sewage will be required for all repair areas. The line shall be plugged at an upstream manhole and the flow shall be pumped to a downstream point or adjacent system. The pump and bypass lines provided shall be of a sufficient size to handle the normal and peak flow conditions for the system. The upstream manhole shall be monitored at all times and an emergency deflate system will be incorporated so the plugs may be removed at any time without requiring confined space entry.

The by-pass plan shall be submitted to the Engineer for review and approval prior to the start of the project. All property owners affected by the by-pass shall be notified a minimum of 24 hours in advance

The by-pass system shall be removed once the curing process is complete, the lateral service connections have been opened, and the post-repair video inspection has been completed.

#### 3.02 Inspection and Cleaning

The Contractor shall clean and inspect the line immediately prior to lining or grouting utilizing a pan/tilt camera capable of verifying active or inactive service connections and the overall structural condition of the pipeline. A copy of the videotape shall be provided to the Owner.

All roots, debris, solids, and protruding service connections will be removed prior to the placement of any lining. Any debris resulting from the cleaning process shall be removed at the downstream manhole and disposed of by the contractor. The contractor shall not be allowed to accumulate debris on site unless approved by the engineer. The current condition of the pipe will be compared to the original designed condition to verify that repair limits have not changed.

All work, work practice, and materials shall comply with all applicable state and federal safety, occupational, health and environmental regulations and also NFPA and ANSI

codes as applicable. All work inside a confined space such as manholes or other underground structures shall be coordinated with the utility owner and all worker safety requirements strictly enforced.

### 3.03 Robotic Reaming of Protruding Service Leads

Where existing service connection laterals protrude into the pipe in areas to be repaired, the lateral shall be reamed flush with the existing pipe wall by means of a robotic reaming machine.

### 3.04 Resin Impregnation

The tube shall be inspected for tears and frayed sections. The inspected tube will then be vacuum impregnated with resin (wet-out) under controlled conditions. The volume of resin used should be sufficient to fill all voids in the tube material at nominal thickness and diameter. The volume should be adjusted by adding 5-10 percent excess resin for the change in resin volume due to polymerization and to allow for any migration of resin into the cracks and joints in the original pipe.

All resin shall be contained to ensure no public property or persons are exposed to the liquid resin. A resin impregnated sample (wick) shall be retained by the Contractor to provide verification of the curing process taking place in the host pipe.

### 3.05 Inversion

#### A. Manhole to Manhole Lining

The saturated tube shall be inserted through an existing manhole by means of an inversion process and the application of a hydrostatic head sufficient to fully extend it to the next designated manhole or point of termination. Care should be taken during the inversion process to not over-stress the fabric.

#### B. Cured-in-Place pipe liner (CIPP) shall be in accordance with ASTM F1216

1. Tube - The tube material shall meet the requirements of ASTM F1216, Section 5.1 and the following:
2. The tube shall have a uniform thickness that when compressed at installation pressures will equal the specified nominal tube thickness. The thickness of the cured liner shall be accurately measured and shall not be more than 5% less than the thickness specified by ASTM F1216.
3. The tube shall be fabricated to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during inversion.

4. The outside layer of the tube (before inversion) shall be plastic coated with a translucent flexible material that clearly allows inspection of the resin impregnation (wetout) procedure. The plastic coating shall not be subject to delamination after curing.
5. The tube shall be homogenous across the entire wall thickness and shall contain no intermediate or encapsulated elastomeric layers. No material shall be included in the tube that is subject to delamination in the CIPP.
6. The wall color of the interior pipe surface of the CIPP after installation shall be white or light brown so that a clear detailed examination with closed circuit television inspection equipment may be made.
7. Resin - The resin system will meet the requirements of ASTM F 1216, Section 5.2.
8. The CIPP will be designed as per ASTM F1216, Appendix X1. The design will assume no bonding to the original pipe wall.
9. The cured tube will conform to the minimum structural standards as listed below.

| Cured Pipe            | Standard   | Resin System |
|-----------------------|------------|--------------|
| Flexural Stress       | ASTM D-790 | 4500 psi     |
| Modulus of Elasticity | ASTM D-790 | 400,000 psi  |

### C. Sectional Lining

The saturated tube along with the inversion bladder will be inserted into the carrying device. The entire carrying device is pulled into the pipe using a cable winch. The pull is complete when the end of the launching device is aligned with the beginning of the section being lined.

The resin and the tube shall be completely protected during the pull. No resin shall be lost by contact with manhole walls or the pipe during the pull. The resin should not be contaminated or diluted by exposure to dirt, debris, or water during the pull. The resin that provides a structural seal shall not contact the pipe until positioned at the point of repair.

The inversion process shall be carried out by the use of either controlled air or water pressure. Prior to beginning the inversion, the tube manufacturer shall provide the minimum pressure required to hold the tube tight against the existing conduit, and the maximum allowable pressure so as not to damage the tube. Once the inversion has begun, the pressure shall be maintained between the minimum and maximum pressures until the inversion has been completed. Should the pressure deviate from within the range of the minimum and maximum pressures, the installed tube shall be removed from the existing conduit.

The Contractor shall be capable of viewing the beginning of the liner contacting the host pipe verifying the exact placement of the liner. The Contractor shall also be capable of viewing the entire liner contacting the host pipe from beginning to end. A copy of the video documentation of the placement, prior to curing, shall be provided to the Owner.

#### D. Section T-Liner

The saturated tube along with the inversion bladder will be inserted into the carrying device. The mainline liner is affixed onto the "T" launching device. Both the launching and carrying device is pulled into the pipe using a cable winch. The pull is complete when the open port of the "T" launching device is aligned with the interface of the service connection and mainline pipe. The resin saturated lateral tube is completely protected during the pull. No resin shall be lost by contact with manhole walls or the pipe during the pull. The resin saturated mainline liner is supported upon the rigid "T" launcher that is elevated above the pipe invert by means of a rotating skid system. The mainline liner should not be contaminated or diluted by exposure to dirt, debris, or water during the pull.

The inversion process shall be carried out by the use of either controlled air or water pressure. Prior to beginning the inversion, the tube manufacturer shall provide the minimum pressure required to hold the tube tight against the existing conduit, and the maximum allowable pressure so as not to damage the tube. Once the inversion has begun, the pressure shall be maintained between the minimum and maximum pressures until the inversion has been completed. Should the pressure deviate from within the range of the minimum and maximum pressures, the installed tube shall be removed from the existing conduit.

The Contractor shall be capable of viewing the beginning of the liner contacting the host pipe verifying the exact placement of the liner. The Contractor shall also be capable of viewing the entire liner contacting the host pipe from beginning to end. A copy of the video documentation of the placement, prior to curing, shall be provided to the Owner.

#### 3.06 Curing

After inversion is complete, a suitable heat source shall be provided to uniformly raise the temperature within the pipe above the temperature required to affect a cure of the resin. The temperature in the line during the cure period should be as recommended by the resin manufacturer. Before the curing begins, the pressure required to hold the flexible tube tight against the existing pipe shall be provided by the tube manufacturer. Once the cure has started and dimpling for laterals is completed, the required pressure shall be maintained until the cure has been completed. Should the pressure deviate more than 1 psi from the required pressure, the installed tube shall be removed from the existing pipe.

### 3.07 Cool-Down

The new pipe should be cooled down to a temperature below the minimum standards for the type of heating process chosen. Once cool down is complete, the pressure within the pipe or section of pipe shall be released. Care should be taken in the release of pressure that a vacuum will not be developed that could damage the newly installed pipe.

### 3.08 Workmanship

The finished pipe should be continuous over the entire length of the inversion run and be free of dry spots, lifts, and delaminations. If these conditions are present, remove and replace the cured in-place pipe in these areas.

If the liner does not fit tightly against the original pipe at the termination points, the space between the pipes should be sealed by filling with a resin mixture compatible with the cured in-place pipe.

### 3.09 Service Connections

After the new pipe has been cured in-place, the existing active service connections shall be reconnected. This shall be done without excavation, and from the interior of the pipeline by means of a television camera and a remote-control cutting device. The device shall be specifically designed for cutting cured in-place pipe made from these materials.

### 3.10 Chemical Grouting

#### A. Joint Sealing Procedure

Joints indicated in the work description shall be sealed as specified. Joint sealing shall be accomplished by forcing chemical sealing materials into or through infiltration points by a system of pumps, hoses and sealing packers. Jetting or driving pipes from the surface that could damage or cause undermining of the pipe lines will not be allowed. Uncovering the pipe by excavation of pavement and soil to the existing pipe grades which would disrupt traffic, undermine adjacent utilities and structures, and cause further damage to the pipe lines being repaired, will not be allowed. The packer shall be positioned over the area of infiltration by means of metering device and the closed circuit television camera in the line. It is important that the procedure used by the contractor for positioning the packer be accurate to avoid over pulling the packer and thus not effectively sealing/grouting the intended joint from infiltration. The packer sleeves shall then be expanded using precisely controlled pressures. The pneumatically expanded sleeve or elements shall seal against the inside periphery of the pipe to form a void area at the point of infiltration, now completely isolated from the remainder of the pipe line. Into this isolated area, sealant materials shall be pumped through the hose system at controlled pressures which are in excess of groundwater pressures. The pumping, metering, and packer



device shall be integrated so proportions and quantities of materials can be regulated in accordance with the type and size of the leak being sealed.

#### B. Joint Sealing Verification

Upon completing the sealing of each individual joint, the packer shall be deflated; with the void pressure meter reading zero (0) pressure, then reinflated and tested as specified in the joint test section. Should the void pressure meter not read zero (0), the Contractor shall be instructed to clean his equipment of residual grout material or make the necessary equipment repairs to provide for an accurate void pressure reading. Joints that fail to meet the specified test criteria shall be resealed and retested until the test criteria can be met in order to receive payment.

#### C. Residual Grout Material

Any residual sealing materials that extend into the pipe, reduce the pipe diameter, or restrict the flow shall be removed from the joint. The sealed joints shall be left reasonably "flush" in dimension with the existing pipe surface. If excess residual sealing materials accumulate in the line and/or as directed by the Owner's representative, the entire line section shall be recleaned to remove such excess material.

#### D. Records

Complete records shall be kept of all joint sealing performed in each manhole section. The records will document the location of the manhole section in which the sealing was done, the location of each joint sealed, the amount of material used to seal the joint, the numbers of injections required to seal the joint and the joint test verification results.

#### E. Joint Test Procedure

Each sewer line joint shall be individually, hydraulically tested at a test pressure equal to ½ pound per vertical foot of pipe depth but in no case exceeding a pressure of 10 psi and in accordance with the following procedures:

1. The packer or testing device shall be positioned within the line in such a manner as to straddle the joint to be tested.
2. The packer ends or testing device ends shall be expanded so as to isolate the joint from the remainder of the line and create a void area between the packer or testing device and the pipe joint.
3. Water or an equivalent liquid shall then be introduced into the void area until a pressure not exceeding two pounds greater than the required test pressure is recorded on the void pressure meter.

4. The flow rate of the test liquid will then be regulated to a flow rate where the void pressure meter is recording the required test pressure. If a flow rate of one (1) gallon per minute or greater is reached without developing or exceeding the required test pressure, the joint will have failed the test and shall be sealed as specified in Section VII.
5. After the flow rate has been regulated to the specified void pressure, a reading of the flow rate meter shall be taken. If the flow rate is equal to or exceeds 1/8 gallons per minute, the joint will have failed the test and shall be sealed as specified in Section 3.04.

#### F. Control Test

Prior to starting the joint testing phase of the work, a two-part Control Test shall be performed, as follows:

1. To insure the accuracy, integrity and performance capabilities of the testing equipment, a demonstration test will be performed in a test cylinder above ground. The test cylinder shall be constructed in such a manner that a minimum of two known leak sizes can be simulated. This technique will establish the test equipment performance capability in relationship to the test criteria and insure that there is no leakage of the test medium (water) from the system or other equipment defects that could affect the joint testing results. If this test cannot be performed successfully, the Contractor shall be instructed to repair or otherwise modify his equipment and re-perform the test until the results are satisfactory to the Owner's representative. This test may be required at any other time during the joint testing program if the Owner's representative suspects the testing equipment is not functioning properly.
2. After entering each manhole section with the test equipment, but prior to the commencement of joint testing, the test equipment shall be positioned on a section of sound sewer pipe between pipe joints, and a test performed as specified. This procedure will demonstrate the reality of the test requirement, as no joint will test in excess of the pipe capability. Should it be found that the barrel of the sewer pipe will not meet the joint test requirements, then the requirements will be modified to within the pipe integrity limits.

#### 3.11 Final Inspection

A video tape inspection shall be performed to verify the proper cure of the material, proper opening of service laterals, and the integrity of the seamless pipe. A copy shall be provided to the Owner.

#### 3.12 Clean Up

All materials used in the installation other than the cured tube/resin composite are to be removed from the pipe by the Contractor.

The site shall be returned to existing conditions upon completion of the project. Any debris or other materials removed from the pipes shall be disposed of by the Contractor.

#### PART 4 - MEASUREMENT AND PAYMENT

All proposed construction shall be measured for payment by the Engineer in accordance with the items listed in the proposal.

Payment will be made only for the actual number of units incorporated in the work, or for the actual number of units of work performed, and at the contract unit price for each such unit. Items not listed in this section for payment, or further defined by project specifications shall be incidental to construction. The unit price bid for each proposal item shall be payment in full for completing the work, ready for use as specified.

##### 4.01 Pay Items

See Appendix A for itemized pay items.

\*\*\*END OF SECTION\*\*\*

SECTION 02925  
CLEANUP AND RESTORATION

PART 1 - GENERAL

The Contractor shall restore areas disturbed by construction activities to a condition reasonably close to their condition before the project, unless shown otherwise on the plans. Restoration work should be performed as soon as possible after construction work is completed in a particular area.

Upon the completion of work in an area, all excess materials, debris, equipment, and similar items shall be removed from the project area by the Contractor, and disposed of properly.

PART 2 - MATERIALS

Not Applicable.

PART 3 - EXECUTION

3.01 Restoration

Unless otherwise provided; aggregate surfaces, bituminous pavements, and concrete pavements shall be restored by construction of similar replacement surfaces. Aggregate surfaces shall be replaced with the materials and thicknesses described in the specification for aggregate surfaces. Bituminous pavement shall be replaced with the cross sections(s) shown on the plans and in accordance with the specification for bituminous paving. Concrete pavement shall be replaced with pavement in accordance with the specification for Concrete Driveways and Miscellaneous Pavement.

Turf areas shall be restored by re-establishing the turf as described in the specification for turf establishment. All areas disturbed by construction that are not to be surfaced with aggregate or pavement shall be restored with turf, unless otherwise directed.

Mailboxes, fences, signs, ornaments, and similar items shall be replaced at the completion of construction. Posts shall be installed plumb. Items that are lost or stolen shall be repaired or replaced at the Contractor's expense. Repairs or replacements shall meet the Owner's approval.

3.02 Temporary Restoration of Driving Surfaces

Where a pavement or gravel surface is removed as a result of construction activities, a temporary surface shall be provided and maintained by the Contractor until the permanent surface is provided. Unless otherwise directed, the temporary surface shall be twelve inches of aggregate compacted to at least 95 percent of its maximum density (ASTM D1557) and graded to meet the adjacent, remaining surfaces. Aggregate shall meet the requirements of

Series 23A as described in the 2003 Michigan Department of Transportation Standard Specifications for Construction.

The Contractor shall regrade the temporary surface and add additional aggregate at intervals necessary to maintain them in a relatively smooth condition.

**PART 4 - MEASUREMENT AND PAYMENT**

The work of cleanup and restoration will be included in the sanitary sewer rehabilitation items and will not be paid for separately.

**\*\*\*END OF SECTION\*\*\***

SECTION 02930  
TURF ESTABLISHMENT

PART 1 - GENERAL

1.01 Work Included

This work includes soil preparation, seeding, fertilizing, and mulching on areas designated for turf establishment.

Areas that have been disturbed by construction activities that are not to be surfaced with aggregate or pavement shall be stabilized with turf.

Borrow areas shall be seeded upon completion of excavation and grading. Stockpiles of topsoil or other soils that are to remain shall be seeded.

1.02 Seasonal Limitations

Permanent seeding shall be performed between May 1 and June 15 or between August 15 and October 10, unless otherwise approved by the Engineer. During periods other than listed above, disturbed areas shall be stabilized by temporary cereal rye seeding.

PART 2 - MATERIALS

2.01 Seed

Seed mixtures shall meet the requirements for purity and germination as specified in the Proceedings of the Association of Official Seed Analysis, Rules for Testing Seeds.

Seed shall be furnished in durable bags. Each bag shall be provided with a tag giving the supplier, lot number, net weight, purity, germination, and mixture proportions.

Seed mixtures shall be composed of certified seed of the purity, germination, and proportions by weight as specified in the following table.

Class 1 - Seed Mixture

| <u>Seed</u>         | <u>Min Purity</u> | <u>Min Germination</u> | <u>Mixture Proportion</u> |
|---------------------|-------------------|------------------------|---------------------------|
| Perennial Rye       | 99%               | 90%                    | 30%                       |
| Kentucky Blue Grass | 90%               | 90%                    | 30%                       |
| Creeping Red Fescue | 95%               | 90%                    | 40%                       |

Class 2 - Seed Mixture

| <u>Seed</u>         | <u>Min Purity</u> | <u>Min Germination</u> | <u>Mixture Proportion</u> |
|---------------------|-------------------|------------------------|---------------------------|
| Perennial Rye       | 99%               | 90%                    | 40%                       |
| Kentucky Blue Grass | 98%               | 90%                    | 20%                       |
| Creeping Red Fescue | 95%               | 90%                    | 40%                       |

## 2.02 Fertilizer

Fertilizer shall be a ready mixed granular chemical fertilizer containing equal amounts by weight of available nitrogen (N), readily available Phosphoric Acid (P205), and total available Potash (K20) mixed with not less than 40 percent by weight of filler.

Fertilizer shall be supplied in suitable bags, with the net weight of the contents and guaranteed analysis shown therein, or in bulk with certification of the fertilizer analysis and net weight of the shipment.

## 2.03 Topsoil shall be dark, organic, natural soil encountered on the project, exclusive of any peat or muck. Topsoil provided from outside the grading limits shall be approved by the Engineer.

## 2.04 Mulch

Mulch shall be hay, straw, or march hay, or wood cellulose fiber.

Net for mulching shall be a biodegradable mesh with openings not to exceed 1-1/2" X 3". The net shall be in widths not less than 35 inches. Staples for holding the net in place shall be at least six inches long and made from No. 11 wire.

## PART 3 - EXECUTION

### 3.01 Topsoil Stripping

Prior to performing any excavation, filling, grading or other earthwork, the Contractor shall strip and stockpile topsoil for later use on the project. Excess topsoil shall not be removed from the project site unless specifically provided elsewhere in the Contract Documents.

### 3.02 Finish Grading

The areas that are to be seeded shall be properly graded, sloped, and shaped with an allowance for the thickness of the topsoil layer. The earth bed upon which topsoil will be placed shall be friable to a depth of at least four inches. Earth beds not in a friable condition shall be harrowed with a disk, spring tooth drag, or similar equipment.

### 3.03 Placement and Preparation of Topsoil

Topsoil shall be spread on the prepared areas to a depth of four inches, unless otherwise shown on the plans or proposal. After spreading, any large clods or lumps shall be broken and all stones larger than 1 inch diameter, rocks, roots, litter, and other foreign debris shall be raked up and disposed of by the Contractor. After spreading and raking, the topsoil surface shall be in a friable condition and the surface shall be reasonably close to the proposed grades and cross section.

The topsoil surface shall be shaped to provide proper drainage. Where proposed grades are not shown on the plans, the topsoil surface shall be graded to provide a smooth transition between the new construction and the existing, adjacent ground.

Excess topsoil shall be stockpiled in a location acceptable to the Owner and neatly trimmed to present a neat appearance.

#### 3.04 Placement of Fertilizer, Seed, and Mulch

Fertilizer shall be evenly applied at a rate which will provide 240 pounds per acre of chemical fertilizer nutrients, in equal proportions of Nitrogen, Phosphoric Acid, and Potash.

Seed mixtures shall be applied at a uniform rate of 100 pounds per acre. Areas where a visual inspection fails to yield an average of two seeds per square inch shall be reseeded at the Contractor's expense.

Class 1 seed shall be used in lawn areas. Class 2 seed shall be used in areas that are not normally mowed.

When seed, fertilizer, and mulch are to be applied hydraulically, they shall be mixed in the specified proportions with water to produce a slurry and then uniformly applied under pressure at the specified rates on the areas to be restored with turf. When wood cellulose mulch materials are used, it shall be added after the seed and fertilizer have been thoroughly mixed. The mixture shall be constantly agitated from the time they are mixed until they are applied. Mixtures shall be applied within eight hours of mixing.

If mulch adhesives are used, the Contractor shall protect signs, traffic, structures, and other objects from being marked or disfigured by the adhesive material. Mulch adhesives shall be applied by spraying simultaneously or immediately following the mulch application. Asphalt emulsion adhesives shall be applied at a rate of 150 gallons/acre; latex based adhesives shall be applied at a rate of 400 gallons/acre.

If mulch net is used to anchor the mulch, the net shall be spread over the mulch layer and secured with staples driven into the ground. The net shall not be held in contact with the ground.

The Contractor shall thoroughly water the earth beds and seeded areas at such times, in such locations, and in such amounts as may be required to obtain good growth. Areas where turf does not become well established shall be reworked by the Contractor.

#### PART 4 - MEASUREMENT AND PAYMENT

The work of Turf Establishment is considered incidental to the sanitary sewer rehabilitation items and will not be paid for separately.

\*\*\*END OF SECTION\*\*\*



January 30, 2008

City of Swartz Creek  
8083 Civic Center Dr.  
Swartz Creek, MI 48473



**Re: Request for Proposals  
Trenchless Sanitary Sewer Rehabilitation, Project No. 07C0280**

Dear Mr. Tom Svrcek, Director of Public Works

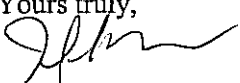
We are pleased to respond to your Request for Proposals for the above mentioned Contract. Six (6) copies of our Proposal are enclosed.

Liqui-Force Services (USA) Inc. is submitting a proposal for all of the listed services; sewer cleaning, video inspection, pipeline assessment services, sectional CIPP lining, manhole to manhole CIPP lining, service lateral CIPP lining and pipe joint chemical grouting. Liqui-Force proposes to perform all the requested services with the use of its own forces.

Our team of professionals possesses the knowledge, expertise and equipment necessary to complete the objectives of the City including:

- Program management
- Pipeline assessment
- Problem solving
- Proper utilization of all rehabilitation techniques
- Public relations
  
- Key considerations for this proposal include:
  - Multidimensional Company
  - Long and successful history working with the City in its personnel
  - Extensive knowledge and experience of all services requested
  - Providing an additional (1) year warranty
  - Commitment to City of Swartz Creek

We look forward to continuing our participation as partners with the City of Swartz Creek in your challenging and exciting program.

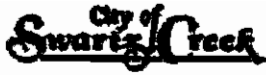
Yours truly,  
  
Jeff Lewis  
President  
**LIQUIFORCE**

***Our Mission:***

***LiquiForce provides municipalities with leading edge No-Dig solutions for their sewer and water rehabilitation challenges.***

***Our team is driven to revitalize today's aging underground into tomorrow's environmentally sustainable infrastructure.***

***For world class results....Just Call The Force!***



# Table of Contents

1. **Mandatory Requirements**
  - 1.1 Bonds
  - 1.2 Designated Representative
  - 1.3 Insurance Requirements
  - 1.4 Conflict of Interest Statement
  - 1.5 Subcontractor Information
  
2. **History of the Firm**
  - 2.1 History
  - 2.2 Corporate Officers
  - 2.3 Relevant Experience
  - 2.4 Subcontractor Information
  
3. **Project Experience**
  - 3.1 Past Projects
  - 3.2 References
  - 3.3 Staff Experience
  
4. **Price**
  - 4.1 Itemized Bid Sheet
  
5. **Project Understanding**
  - 5.1 Understanding of Program
  - 5.2 Products and Processes
    - Cleaning and Video Inspection
    - Pipeline Assessment Department
    - Manhole to Manhole CIPP
    - CIPP Sectional Liner
    - CIPP Lateral Liner
    - CIPP Quality Assurance
    - Chemical Grouting
    - CIPP Potable Watermain Liner
  - 5.3 Resident Communication
  - 5.4 Traffic Control



*Request for Proposals  
Trenchless Sanitary Sewer Rehabilitations*

**6. Timeliness of Service**

- 6.1 Location of Office
- 6.2 Ability to Respond
- 6.3 Available Equipment
- 6.4 Financial Status

**7. Warranty**

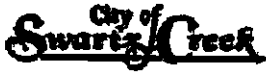
- 7.1 Warranty

**8. Local Presence**

- 8.1 Michigan Operations

**Appendices**

- |            |  |
|------------|--|
| Appendix A | Letters from Past Clients                      |
| Appendix B | Product Information                            |
| Appendix C | Sample Design, Test Results from Past Projects |
| Appendix D | Sample of Resident Notification                |



# 1. MANDATORY REQUIREMENTS

## 1.1 Bonds

Enclosed is a \$25,000 bid bond as required in the Request for Proposal documents.

Upon entering into an agreement with the City we will provide Performance, Maintenance and Labor & Material bonds as required by the City. We have prepared this proposal based on supplying one year bonds renewable for each of the 4 years of the agreement.

## 1.2 Designated Representative

Our Designated Representative responsible for this program will be:

John Thompson  
P.O Box 32608  
Detroit, MI 48232  
(734) 955-2508 ext 14  
(734) 955-2509 Fax  
[jthompson@liquiforce.com](mailto:jthompson@liquiforce.com)

Secondary Contacts will be:

Dan Anzovino  
(734) 955-2508 ext 11  
(734) 955-2509 Fax  
[danzovino@liquiforce.com](mailto:danzovino@liquiforce.com)

Jason Everaert  
(734) 955-2508 ext 24  
(734) 955-2509 Fax  
[jeveraert@liquiforce.com](mailto:jeveraert@liquiforce.com)

## 1.3 Insurance Requirements

We have reviewed the insurance requirements enclosed within the Request for Proposal Documents and verify that upon entering into an agreement with City we will meet or exceed all required policy parameters.

## 1.4 Conflict of Interest Statement

I certify that this proposal is submitted without prior understanding and / or agreement with any corporation, firm or person which would raise a conflict of interest. I understand that should a

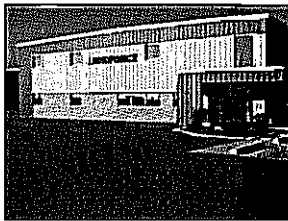




## 2. HISTORY OF FIRM

### 2.1 History

The Liqui-Force group of companies has been in operation for over 20 years. During this time we have been dedicated to providing high quality products and workmanship in a very cost effective and professional manner.



Liqui-Force has developed a full service approach to rehabilitation programs. Our abilities range from inspection and analysis to a full array of rehabilitation techniques for pipelines ranging from 4" to 20' in diameter. Our full service approach allows us to enter into partnerships with municipalities, providing them with our knowledge, expertise and technical resources. Our unique partnering approach allows for creativity & increased productivity while decreasing completion times and overall

project costs.

In July 1985, Kim Lewis Sr. founded Liqui-Force Services (ONT) Inc. in Kingsville, Ontario, Canada. The company started as a sewer cleaning company with one flushing unit and one vacuum unit. Since that time the Liqui-Force group of companies has grown to include several divisions and companies all dedicated to trenchless sewer rehabilitation.



Jeff Lewis, Chris Lewis, Kim Lewis Sr., Kim Lewis Jr.

Due to the growth of the companies and the increase in client needs a rehabilitation division was created in the early 1990's. These divisions now include products and services to repair both small and large diameter pipelines.

Our continuous drive for excellence has made Liqui-Force a recognized industry leader. As an example, Kim Lewis Sr. and his senior management, after recognizing a need for operator training and certification, helped to develop the North American Association of Pipeline Inspectors (NAAPI) and the Centre for the Advancement of Trenchless Technology (CATT) at Waterloo University.

With a strong desire to remain on the cutting edge of technology, in 1993 Liqui-Force became the first company in Ontario to install CIPP sectional and lateral liners. In 1997 Liqui-Force became the first company to install CIPP lateral liners from the main with a one-piece connection.

In 1997 Liqui-Force Services (USA) Inc. was opened to service the Michigan and Northeast U.S. markets. We offered the same full service approach, innovative products and professionalism to



*Request for Proposals  
Trenchless Sanitary Sewer Rehabilitations*

this new market. This operation was designed to be self sufficient with respect to equipment, labor and materials obtained from the Michigan / US marketplace. As anticipated, the business and personnel required time to develop, however Liqui-Force (USA) Inc. is now and has been operating for several years as an independent Michigan based company.

Our ability to complete this successful expansion was due to the warm reception from this new market. We encountered a strong demand for our innovative abilities and products. The successful completion of several difficult projects created a demand to have Liqui-Force perform all trenchless rehabilitation projects in several communities.

In the early 2000s in an effort to continue to offer high quality products while maintaining quality control and cost, Liqui-Force opened a manufacturing facility. This state of the art facility has improved quality control, decreased product wait times and enhanced our ability to customize materials for each specific condition.

We have proven through our continued investment in our Michigan Operations that we have made a long term commitment to this Region. This long term commitment includes offering innovative, high quality, trenchless rehabilitation solutions to the City of Swartz Creek and all our other clients throughout Michigan and North America.

## ***2.2 Corporate Officers***

CEO – Kim K. Lewis Sr.

President – Jeffery M. Lewis

Vice President – Kim M. Lewis Jr.

Secretary – Chris B. Lewis

Treasurer – Mary-Beth Everaert

## ***2.3 Relevant Experience***

Since its inception in 1985, Liqui-Force has successfully repaired collection system deficiencies for municipal and industrial clients. Starting in 1993, we began utilizing CIPP to repair structural defects in sewer pipelines. We have installed in excess of:





*Request for Proposals  
Trenchless Sanitary Sewer Rehabilitations*

- 4,000 sectional liners of which over 600 have been installed and in use within Genesee County sanitary sewer systems
- 3,000 lateral liners of which over 900 have been installed and in use within the State of Michigan
- 550,000 lineal feet of manhole to manhole CIPP liner has been installed and in use in the State of Michigan.

Since inception, 11 years ago, all of the projects completed in Michigan have been performed by our local office in Romulus.

**This summarized list of the Owners, contact persons, dates and projects completed documents our vast experience and abilities. This also documents our commitment to this office, our employees and our clients in the State of Michigan.**

***Manhole to Manhole CIPP***

City of Swartz Creek  
Mr. Tom Svrcek  
Proactive Sanitary Sewer Rehabilitation  
Over 5,000 ft completed between 2000 and 2007

Charter Township of Grand Blanc  
Mr. Dave Hobson  
Proactive Sanitary Sewer Maintenance & Repair Program  
Over 10,000 ft completed between 1999 and Present

City of Bay City, MI  
Mr. Terry Kilburn  
Annual Rehabilitation  
Over 158,500 ft completed between 1997 and 2004

Charter Township of Muskegon, MI  
Mr. Dave Fisher  
Sanitary Sewer Rehabilitation in Older Areas  
Over 11,000 ft completed in fall 2006



*Request for Proposals  
Trenchless Sanitary Sewer Rehabilitations*

Charter Township of Waterford, MI  
Mr. Terry Biederman, P.E.  
Sanitary Sewer Rehabilitation of Huron Gardens, Venice of the Lakes, Coleman/Friedman & Lorraine Manor Subdivisions  
Over 45,000 ft completed between 2004 and Present

***Lateral CIPP***

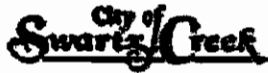
Charter Township of Waterford, MI  
Mr. Terry Biederman, P.E.  
Huron Gardens Sanitary Sewer Lead Rehabilitation  
Project in Process, Currently over 275 laterals completed

Charter Township of Muskegon  
Mr. Dave Fisher  
Sanitary Sewer Rehabilitation in Older Areas  
Completed 98 laterals in fall 2006

City of Southfield, MI  
Mr. Mike Habowski  
Red Leaf Lane Project  
Completed 220 laterals between 2002 and 2003

City of Frankenmuth, MI  
Mr. Randy Braeutigam  
Main St. Sewer Rehabilitation Project  
Completed 69 laterals in summer of 2002

Town of Aurora, ON Canada  
Mr. Pete Horvath  
City wide lateral program  
Completed 675 laterals between 2001 and 2002



*Request for Proposals  
Trenchless Sanitary Sewer Rehabilitations*

### ***Sectional CIPP***

Charter Township of Grand Blanc, MI  
Mr. Dave Hobson  
Over 450 sectional liners between 1999 and Aug 2006

Charter Township of Waterford  
Mr. Terry Biederman P.E.  
Over 175 sectional liner between 2004 and Present

Genesee County Water and Waste Services  
Mr. Tim Davidek  
Over 250 sectional liners between 1998 and Present

Charter Township of Genesee, MI  
Mr. Randal Waites  
Over 400 sectional liners between 2003 and Aug 2006

City of Bay City, MI  
Mr. Terry Kilburn  
Completed 110 sectional liners between July 1998 and June 2004



### 3. Project Experience

#### 3.1 Past Projects

Since Liqui-Force entered the US market in 1997, 95% of the work completed by our Romulus operations has been for communities in Michigan. The majority of our experience has been working closely with communities in programs of similar nature. We have successfully developed our company to compliment the community's Public Works / Sewer Department in programs / projects identical in structure and principal. We anticipate that the City of Swartz Creek will continue to experience the success that it has in the past when working with Liqui-Force.

Liqui-Force has performed services identical in nature for the City since 2000 along with many other communities in Genesee County and the State of Michigan. Our abilities, as proven on past projects for the City, are unequalled with respect to providing a complete full service rehabilitation package. Our multidimensional team of professionals has helped the City of Swartz Creek complete many successful projects on time, within budget and in the most professional manner possible.

#### 3.2 References

Liqui-Force Services strives to provide the highest quality products and services in the most professional manner. Many of our clients have expressed their gratitude for the proficiency and expertise with which we have accomplished their objectives (Appendix A).

##### ***Trenchless Sanitary Sewer Investigation and Rehabilitation Program***

As part of ongoing system improvement / infiltration and inflow reduction program Liqui-Force has performed cleaning, video inspection and pipeline analytical services complete with reports indicating detailed repair recommendations. Upon the review, analysis and approval of the Township, Liqui-Force Trenchless Rehabilitation Divisions have executed the repairs identified. This program also involved the insertion of Liqui-Force digital video inspection and repair information into the Township's GIS system including Work Order generation, completion and related costs.

|         |  |
|---------|--|
| Owner   | Charter Township of Waterford                        |
| Contact | Mr. Terry Biederman, P.E. (Director of Public Works) |
| Phone   | (248) 618-7451                                       |
| Amount  | \$4,500,000 (between 2004 to Present)                |



*Request for Proposals  
Trenchless Sanitary Sewer Rehabilitations*

***Sanitary Sewer Preventative Maintenance Program***

Over the past 8 years Liqui-Force has been working closely with the Township's Water & Sewer Department, providing analytical and trenchless rehabilitation services. The Township, with its own crews, has performed annual CCTV inspections of different areas of the sanitary collection system. Upon completion of the inspections, Liqui-Force (Pipeline Assessment Department) executes a thorough review of the inspections and develops rehabilitation reports outlining detailed recommendations for rehabilitation of defects identified. Upon review and approval by the Township, Liqui-Force (Trenchless Rehabilitation Divisions) proceeded with the execution of the trenchless repair of the system. Past projects have included services ranging from chemical grouting and CIPP sectional liners to full length CIPP lining. On several occasions emergency projects involving the removal of intruding laterals, roots and / or sectional liners have been completed.

Owner Charter Township of Grand Blanc  
Contact Mr. Dave Hobson (Water & Sewer Department Supervisor)  
Phone (810) 424-2616  
Amount \$3,200,000 (between 1999 to Present)

***Trenchless Sanitary Sewer Investigation and Rehabilitation Program***

In an effort to rejuvenate older portions of the Township's sanitary collection system and reduce inflow and infiltration, Liqui-Force has performed cleaning, video inspections and pipeline analytical services complete with reports indicating detailed repair recommendations. Upon the review, analysis and approval of the Township, our Trenchless Rehabilitation Divisions have executed the repairs identified in the sanitary sewers. Services approved include pipeline assessment, manhole to manhole CIPP lining, sectional CIPP lining, chemical grouting and lateral CIPP lining.

Owner Charter Township of Independence  
Contact Mrs. Linda Richardson (Director of Public Works)  
Phone (248) 625-8222  
Amount \$1,375,000 (between 2004 to Present)

***Annual Sanitary Sewer Repair & Preventative Maintenance Program***

As part of an annual program to maintain, repair and remove inflow and infiltration from the communities serviced by Water and Waste Services, Liqui-Force has completed both pipeline assessment and rehabilitation services. Rehabilitation services have included manhole to manhole CIPP lining, sectional CIPP lining, lateral CIPP lining and chemical grouting in both scheduled and emergency applications.



*Request for Proposals  
Trenchless Sanitary Sewer Rehabilitations*

Owner Various Townships within Genesee County – Operated & Maintained by  
Genesee County Water & Waste Services  
Contact Mr. Tim Davidek (Superintendent of Water & Waste Services)  
Phone (810) 732-7870  
Amount \$800,000 (between 1997 to Present)

***Sanitary Sewer Rehabilitation – Older Sewer Area***

As part of a program to upgrade and extend sanitary sewer services to most of the Township the original portion of the system was reviewed and fully rehabilitated. As a cost effective solution to rejuvenate the older portions Liqui-Force completed the installation of over 11,000 ft of manhole to manhole CIPP lining and 98 CIPP lateral liners. The project was completed in less than 120 days with no disruption to any commercial business. The project involved tremendous public relations including businesses, residents, schools and traffic control on State Hwy.

Owner Charter Township of Muskegon  
Contact Mr. Dave Fisher (Director of Public Works)  
Phone (231) 777-2559 extension 324  
Amount \$1,000,000 (fall 2006)

***Annual Sewer Rehabilitation & City Wide Sewer Rehabilitation Program***

From 1996 to 2005 we completed CCTV inspection, manhole to manhole and sectional CIPP lining throughout the City of Bay City. This program involved CCTV inspection, pipeline assessment and rehabilitation of a large portion of their existing collection system. This program not only included the field work but also the creation of a data base representing all the rehabilitation completed in the Bay City sewer system. Many of the pipelines were located in backyard easements with severely deteriorated structural condition. Pipe diameters ranged in size from 8” to 26”x39”.

Owner City of Bay City  
Contact Terry Kilburn  
Phone (989) 894-8327  
Amount \$11,035,000 (between 1997 to 2005)

Note: Additional references can be provided upon request.



### ***3.3 Staff Experience***

#### ***Corporate and Team Experience***

Liqui-Force will be the Prime Contractor on this project. Our abilities include the all of the required services thus allowing us to perform all of the work in house. Together with the support of Trenchless Design (engineering) we will complete all desired projects for the City of Swartz Creek.

Liqui-Force is one of Michigan's largest and most experienced trenchless sewer rehabilitation firms employing between 20 to 40 full time employees (dependant on workloads). The size of our fleet allows us to effectively complete large projects in a short period of time and provide our clients with the highest quality available in the rehabilitation industry. Our services have grown and now include many specialized, unique and proprietary procedures.

#### ***Team Members***

##### ***John Thompson – Project Advisor***

Mr. Thompson has worked with Liqui-Force since 1997 and has been involved with many of our successful rehabilitation projects. He is currently our representative for all Contracts in Michigan. His duties include general coordination, public relations, liaison with Owner and Engineering Representatives, contract management and overall leadership of the project. His involvement and communication is essential to achieve the desired outcome of this program. Some highlights of his experiences include the City Wide Rehabilitation Program in the City of Bay City, Sewer Evaluation and Rehabilitation Programs in both Independence and Waterford Townships. He has also been the leader on all of the past projects Liqui-Force has completed for the City of Swartz Creek.

##### ***Jason Everaert – Manhole to Manhole CIPP Superintendent***

Mr. Everaert has been with Liqui-Force for over 14 years and has worked in every division of the company gaining a vast knowledge of all areas of the trenchless rehabilitation industry. Mr. Everaert has over 9 years of experience as Crew Leader and Field Superintendent in the Manhole-to-Manhole CIPP Division. He has been an essential part of all the manhole to manhole CIPP lining projects Liqui-Force has performed in the State of Michigan.

##### ***Ian Blackburn –International Operations Manager***



*Request for Proposals  
Trenchless Sanitary Sewer Rehabilitations*

***CCTV, Grouting, Sectional and Lateral Lining***

Mr. Blackburn has over 15 years of experience in the water and wastewater industry. He served in the Armed Forces where he was a Water Supply Section Commander responsible for the development, operation and maintenance of a reverse osmosis water purification unit. This experience combined with his experience gained at Liqui-Force, allow him to efficiently manage our lateral and sectional CIPP division.

Mr. Blackburn has been involved in many of our previous projects in the City including all the sectional CIPP liners and chemical grouting.

***Stacy Wilkinson – Safety Coordinator***

Mr. Wilkinson is the International Safety Officer for Liqui-Force. He is very knowledgeable in this field thus ensuring that our attention to safety is maintained on all projects. Mr. Wilkinson's vast safety knowledge and training has been essential in maintaining our impeccable safety record.

Mr. Wilkinson has been with our company for over 15 years and has also been involved in most areas of our operations department. He was a crew leader and supervisor for several years coordinating daily operations and project site management. He has been involved with most of our previous projects and will be involved in all our future projects in the City.

***Chris Lewis –Divisional Manager – Manhole to Manhole CIPP***

Mr. Lewis has been with Liqui-Force for over 10 years. He has moved up through the internal ranks to assume the position of Divisional Manager. He has a thorough knowledge of the workings of the company and a familiarity with the City of Swartz Creek. Mr. Lewis has been involved with many of our past projects for the City and will be a key person for the manhole to manhole lining portion of this contract.

***Dan Anzovino – Contract Administrator***

Mr. Anzovino has been with Liqui-Force since 1990. Dan will assist in job scheduling, project layout, planning and tracking, data analysis reporting, billing and daily progress updates. He has performed these tasks for most of our other projects in Michigan.





*Request for Proposals  
Trenchless Sanitary Sewer Rehabilitations*

***Ian Doherty P.E. – President, Trenchless Design Engineering Ltd***

Mr. Doherty is a mechanical engineer with over 24 years of experience in pipeline design, manufacture, installation and inspection. This includes 12 years of specializing in trenchless methods for pipeline rehabilitation and installation. Mr. Doherty has extensive experience in the design of cured in place pipe. Trenchless Design has provided service in USA, Canada and Mexico for many municipalities, consulting engineers and contractors. Liqui-Force has retained Trenchless Designs services previously and has enjoyed continued success when involved with this firm.

**CITY OF SWARTZ CREEK  
SANITARY SEWER TRENCHLESS REHABILITATION  
ITEMIZED BID SHEET**

| ITEM  | DESCRIPTION  | UNIT  | UNIT PRICE  |
|---|--|-------|-------------|
| <b>PART I - Cleaning, Video Inspection &amp; Reaming</b>          |  |       |             |
| A   | High Pressure Water Jet Cleaning. All Sizes  | FT    | \$ 3.25     |
| B   | Sanitary Sewer CCTV (Closed Circuit Television) Inspection recorded on DVD   | FT    | \$ 1.25     |
| C   | Sanitary Sewer Calcite Reaming   |       |             |
|   | Light - equal or less than 20% cross sectional area loss   | FT    | \$ 4.00     |
|   | Heavy - greater that 20% cross sectional area loss   | FT    | \$ 6.00     |
| D   | Sanitary Sewer Reaming/Cutting Roots with Approved Reamers and Cutters   |       |             |
|   | Light - equal or less than 20% cross sectional area loss   | FT    | \$ 4.00     |
|   | Heavy - greater that 20% cross sectional area loss   | FT    | \$ 6.00     |
| E   | Reaming of Protruding Lateral utilizing approved remote controlled robotic reamer with CCTV assistance   | EA    | \$ 500.00   |
| F   | Lateral Reinstatement  | EA    | \$ 500.00   |
| <b>PART II - Structural Spot Repair as determined by Engineer</b> |  |       |             |
| A   | Pipe point structural spot repair with Cured-In-Place pipe (inverted tube liner) as specified including: sewer cleaning, pre and post video inspection with DVD and report.  |       |             |
|   | 8" diameter - 3' to 10' length   | EA    | \$ 2,500.00 |
|   | 8" diameter - additional length greater than 10'   | FT    | \$ 75.00    |
|   | 10" diameter - 3' to 10' length  | EA    | \$ 2,500.00 |
|   | 10" diameter - additional length greater than 10'  | FT    | \$ 100.00   |
|   | 12" diameter - 3' to 10' length  | EA    | \$ 2,750.00 |
|   | 12" diameter - additional length greater than 10'  | FT    | \$ 100.00   |
|   | 15" diameter - 3' to 10' length  | EA    | \$ 3,000.00 |
|   | 15" diameter - additional length greater than 10'  | FT    | \$ 100.00   |
|   | 18" diameter - 3' to 10' length  | EA    | \$ 3,500.00 |
|   | 18" diameter - additional length greater than 10'  | FT    | \$ 100.00   |
| <b>PART III - Sanitary Sewer Lateral Cleaning and Repairs</b>     |  |       |             |
| A   | Lateral sewer CCTV (Closed Circuit Television) Inspection through mainline sewer including DVD and report.   | EA    | \$ 500.00   |
| B   | Installation of 6" Diameter inverted type CIPP Lateral Liner (up to R.O.W.) from mainline sewer, including vacumm excavation and installation of a clean out to surface. Preparatory work of cleaning andn removal of debris in the lateral and temporary restoration of distrubed surface to be included. | EA    | \$ 4,000.00 |
| <b>PART IV - Sanitary Sewer Joint Testing and Sealing</b>         |  |       |             |
| A   | Sanitary Sewer Pipe Joint Sealing with approved Sealant including testing and removal of excess grout.   |       |             |
|   | 8" Diameter  | JOINT | \$ 45.00    |
|   | 10" Diameter   | JOINT | \$ 45.00    |
|   | 12" Diameter   | JOINT | \$ 50.00    |
|   | 15" Diameter   | JOINT | \$ 55.00    |
|   | 18" Diameter   | JOINT | \$ 60.00    |
| <b>PART V - Structural CIPP Lining (Fully Deteriorated)</b>       |  |       |             |
| A   | Manhole to Manhole CIPP Lining for 8" Diameter Mains   | FT    | \$ 36.00    |
| B   | Manhole to Manhole CIPP Lining for 10" Diameter Mains  | FT    | \$ 38.00    |
| C   | Manhole to Manhole CIPP Lining for 12" Diameter Mains  | FT    | \$ 39.00    |
| D   | Manhole to Manhole CIPP Lining for 15" Diameter Mains  | FT    | \$ 50.00    |
| E   | Manhole to Manhole CIPP Lining for 18" Diameter Mains  | FT    | \$ 60.00    |



## **5. Project Understanding**

### ***5.1 Understanding of Program***

The City of Swartz Creek, located in southwest Genesee County, well established, residential community bordering the southwest corner of Flint. The City consists of a mix of residential and commercial properties with sewer services available to 99% of the parcels throughout the City. The City is a contributor to the wastewater processed by Genesee County Water and Waste Services at their treatment plant in Montrose. A large portion of the collection system is over 25 years in age with much of the existing condition of the pipelines unknown. Since 1999 the City has been in a preventative maintenance program to control, manage and improve their sanitary sewer system. It is our understanding that the successful Proponent will enter into a four year agreement with the City to perform maintenance, inspection, pipeline assessment and rehabilitation services on an as needed basis.

This agreement shall create a partnership between the City of Swartz Creek and Proponent to complete inspection, pipeline assessment and repairs necessary to efficiently operate, maintain and enhance the City's sanitary sewer system. The private contractor shall become an extension of the current Water & Sewer Department. This partnership will allow for the free flow of ideas and problem solving discussions between all partners. The Proponent will assist in providing technical support and analytical services throughout the program's progress. This partnership shall support an environment that stimulates creativity and problem solving thus ensuring projects are handled in the most timely and efficient manner possible.

The program, as outlined, will require many different rehabilitation processes. It is imperative that the key personnel are properly trained to identify and understand the application of all repair techniques.

**The execution of this type of agreement requires a commitment to the community, a commitment that Liqui-Force has previously made to the City of Swartz Creek and is prepared to continue going forward.**

In this partnership with the City, we are proposing to provide our services for CCTV inspection, pipeline cleaning and preparation, pipeline condition assessment, sectional CIPP lining, manhole to manhole CIPP lining, lateral CIPP lining, joint testing and sealing with chemical grout, CIPP watermain lining and any other trenchless services that may be required during the course of the



*Request for Proposals  
Trenchless Sanitary Sewer Rehabilitations*

agreement. Our past experience with the City and many other communities provides us with the knowledge needed to effectively and efficiently meet their objectives.

Liqui-Force is a multidimensional operation with the ability to perform all of the related services. Our diversity permits us to thoroughly understand all of the various technologies thus removing redundant operations and minimizing resources required from the City personnel or its Representative

Liqui-Force crews will be performing all services requested in the documents. Our Michigan staff has been successfully involved with many projects for the City. Our knowledge of the City's operations and procedures, coupled with our prior experience and knowledge of Genesee County Water and Waste Services will allow the projects to be completed efficiently with minimal resources required from the City.

Our expertise incorporates the full array of trenchless pipeline rehabilitation methods. Our experience includes rehabilitation programs involving pipelines from 6" to 8ft. in diameter and laterals from 4" to 8" in diameter. We were the first company to install a one piece CIPP lateral liner in the State of Michigan. We are the leader with respect to CIPP sectional and lateral liners with more installed than any other Company in the State. Our success with similar programs combined with our knowledge, understanding and strong past performance with communities in Genesee County makes us the ideal choice and the perfect partner for the City of Swartz Creek.

For this agreement, we understand the following:

- The scope of work will be determined on an as needed basis. Quantities will increase and decrease from year to year.
- We will work closely with the City DPW personnel and Rowe Inc.
- Pipeline Assessment Services will be essential to the program (CCTV inspection review, report generation, rehabilitation recommendations, etc.) throughout the duration of the agreement.
- Projects will be located throughout the entire City
- All CIPP materials are to be installed using an inversion process according to ASTM F1216
- Laterals are to be rehabilitated with a one piece liner which structurally address the lateral to mainline connection
- As projects, arise prices will be negotiated based on our submitted schedule
- Projects will mainly be focused on manhole to manhole CIPP lining

- A contact person shall be available at all times
- Maintenance and Guarantee bonds will be necessary
- All insurances required by the City shall be maintained for the duration of the agreement
- Contract duration is four (4) years with the option for additional renewal
- All records, including pre / post CCTV inspections, etc. shall be provided in DVD format

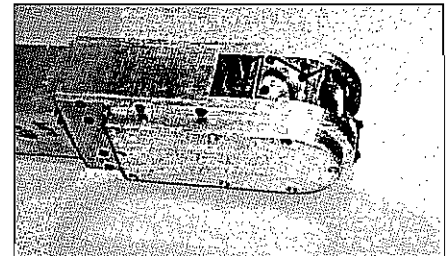
## ***5.2 Products and Processes***

The products utilized by Liqui-Force have proven to be of the highest quality and workmanship. Our proven track record and substantial testing have allowed us to continue to offer our clients products of the greatest value. As shown previously in Section 2.3, we have extensive experience in providing the requested services and have proven that our products have successfully performed as presented.

### ***Cleaning and Video Inspection***

#### ***Mainline Inspection***

Pipeline assessment for both service and structural conditions is based on data collected from C.C.T.V. inspections. It is therefore essential to have an inspection and reporting system of the highest quality to guarantee that the analysis is both accurate and effective.



Our units are equipped with cameras especially designed for this type of work. The camera is self propelled, winched, or towed by a sewer jet through the line (dependent on actual conditions encountered). Our on board computer is used to digitally record the header information, defect codes and the video inspection.

The North American Association of Pipeline Inspectors (NAAPI) has trained our CCTV operators. This association has adopted the coding as set forth by the Water Research Council (WRC) in August 1993. As part of this association our operators must participate in a training course and pass an exam with a minimum of 85% accuracy. As a result of this association, we are able to provide the City with an extremely accurate and consistent reporting program.

Our CCTV operators are trained to note all areas requiring immediate action and forward that information to the Owner or their appointed Representatives.

Our reports will be delivered both in recorded video (DVD Format) and hard copy. Our Pipeline Assessment Department will analyze the inspections and present their findings in a logical format outlining the different repair options available.



*Request for Proposals  
Trenchless Sanitary Sewer Rehabilitations*

Our camera equipment will consist of a self-contained, closed-circuit color pan and tilt video camera and monitoring unit. The combined unit is capable of passing through 8" diameter pipe and larger. The unit has an adjustable lighting system capable of providing a very clear image.

A pan and tilt unit providing a continuous 460 line resolution video picture will be used for all projects completed under this agreement. The camera head will pan 275<sup>0</sup> and rotate 360<sup>0</sup> providing an inspection of lateral connections and a direct view of deficiencies.

The recorded video will be colored digital image provided in a quality DVD format. Equipment will be capable of, and used for, the input of titles, manhole numbers, pipe conditions and a continuous display of distance from the initial manhole location. The video will be recorded such that sewer lines are recorded in consecutive order (wherever possible). The video will be of a quality such that all minor defects (hairline cracks, etc.) are clearly visible and the color of the pipe inspected is true to the actual conditions.

Our normal operating procedures include the removal any fog that may be present in the sewers during inspection. The rate at which our camera moves through the pipe shall not exceed 30ft. / minute.

The importance of accurate measurements is emphasized. Measurements will be conducted using the center of the manhole base as the start and end points. The measurements are critical in the elimination of redundancy. Since our crews would perform these measurements we can be assured that the information is sufficient to prepare for the rehabilitation of defects identified.

Removal of redundancy and having a single source company complete all the services requested is a time and money saving scenario.

### ***Lateral Inspection***

The lateral investigations will occur from the mainline sewer requiring no access to homes. We will inspect and catalogue each location. As part of this inspection, complete documentation will be kept. We will determine the exact lateral location and depth through the use of specialized locating equipment built in the camera. This will allow us to design the rehabilitation for each specific location. After the video inspection has been completed our Pipeline Assessment Department will compile a report containing recommendations for rehabilitation and submit them to City staff or its Representative for review.

### ***Sewer Flushing***

The intent of sewer line cleaning is to remove foreign materials from the sewer and restore the sewer to a minimum 95% of the original capacity. It is recognized that there are some conditions such as broken pipe and major blockages that prevent cleaning from being accomplished or where additional



*Request for Proposals  
Trenchless Sanitary Sewer Rehabilitations*

damage would result if cleaning were attempted or continued. Should such conditions be encountered, we will not continue the cleaning on those specific manhole sections unless further directed.

***Cleaning Equipment: High Velocity Jet Equipment***

Our equipment will have a selection of high-velocity nozzles. The nozzles will be capable of producing a scouring action from 15 to 45 degrees in all sizes of pipe to be cleaned. The combination units also include a water tank, auxiliary engines, pumps, suction mechanism and hydraulically driven hose reel.



We have a variety of different flail style reamers designed specifically for the removal of obstructions such as root intrusion, calcite, grease, etc. For the removal of intruding lateral connections and other more sensitive items we shall utilize a remotely controlled robotic reaming device that is video assisted to allow for precision control preventing possible damage to the pipe walls.

***Cleaning precautions***

During cleaning operations, satisfactory precautions will be taken so that the water pressure created does not damage or cause flooding of public or private property. When possible, the flow of sewage in the sewer will be utilized to aid in the cleaning process. If necessary in older section, it may be necessary to reduce pressures to prevent damage to homes. A maximum pressure of 1800psi will be used to prevent damage to the sewer lines.

***Pipeline Assessment Department***

An essential part of any trenchless rehabilitation program is the ability to interpret and analyze the information gathered from field inspections (CCTV, flow data, review of damage claims, etc.). Our Pipeline Assessment Department has been providing this service to the City of Swartz Creek and many other communities throughout the State for over 9 years.

The Liqui-Force Pipeline Assessment Department specializes in pipeline repair with our main area of expertise being trenchless rehabilitation methods. Our staff has a vast knowledge of both trenchless and non-trenchless rehabilitation methods ranging from small diameter to large diameter pipelines in municipal and industrial / commercial environments.



*Request for Proposals  
Trenchless Sanitary Sewer Rehabilitations*

As part of our partnership with the City we are proposing to include our analytical services and full reporting capabilities. We will review and prepare Pipeline Assessment reports which include detailed information with respect to each sewer section, location of identified defects, rehabilitation options and respective unit prices. This process will stimulate an environment were Liqui-Force, City of Swartz Creek and Rowe Inc. generate optimum solutions to arising problems thus providing the City with the greatest value possible in a reduced time schedule.

### ***Manhole to Manhole CIPP***

Liqui-Force will be utilizing our proprietary LFS Liner to rehabilitate the mainline sewers from manhole to manhole (Appendix B). LFS Liner is designed and installed under the guidelines and parameters of ASTM F1216 and meets or exceeds all standards required by ASTM D790. LFS Liner is manufactured from a combination of an enhanced polyester thermosetting resin and polyester needled felt tube supplied by two leaders in the CIPP industry. CoRezyn and Inliner Products have been supplying materials for CIPP installations for many years, both are ISO 9002 certified and have a very successful and lengthy track record in the industry.

Prior to installation of the LFS Liner a notice will be handed out to all residents / premises that may be directly affected by the installation. The notice informs the resident of the type of work being performed, date, telephone numbers for inquiries and a brief description of the process.



Installation of the LFS Liner starts with erecting a tower (hydraulic or scaffold) to enable us to create a water column to generate head pressure. This head pressure is the vehicle by which the liner is inverted into the sewer. The head pressure forces the liner to fit tight against the pipe wall thus permitting resin to penetrate into cracks and open joints preventing roots and ground water from migrating between the liner and the existing pipe. Once fully inverted this water is heated to cause the thermosetting resin to cure into the newly formed, seamless CIPP liner.

LFS Liner utilizes a water inversion process (per ASTM F1216) that is time proven and provides a more consistent final product. Because the thermal setting resin is heated with water the likelihood of cool groundwater causing localized heat loss or other installation problems is greatly reduced. This reduction of localized heat loss assures that the resin is completely cured throughout the liner's length and diameter. This approach has proven very effective in northern climates (Michigan) in dealing with the cooler site conditions.





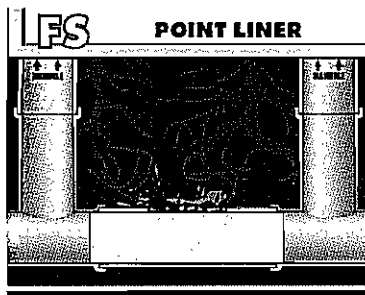
*Request for Proposals  
Trenchless Sanitary Sewer Rehabilitations*

Upon completion of the curing process (approximately 6 hours dependent on conditions) the ends of the liner are removed and the laterals are immediately opened to permit the residents to use their services. Properly prepared samples from intermediate or termination manholes will be taken. All lateral reinstates are 100% opened even if not scheduled for lateral rehabilitation. All lateral reinstates are brushed to remove all burrs and / or materials that may cause debris buildup or interfere with the installation of lateral liners in the future.

Maximum flow down-time in any section shall not exceed 12 hours.  
Maximum out of service time for any service lateral shall not exceed 24 hours.

When all active laterals have been fully reinstated and brushed a CCTV inspection of all the sewer sections rehabilitated shall be performed and recorded to be submitted to the City of its Representative for review and their records.

### ***CIPP Sectional Liner***



Using our proprietary LFS Point Liner, Liqui-Force can repair isolated areas of pipe in diameters over 18” without using disruptive and time consuming excavation methods (Appendix B). Utilizing time proven design principals as per ASTM F1216, we are able to install sectional CIPP liners at any location between two manholes. Using both the upstream and downstream manholes as access points we repair these isolated defects quickly and effectively without

excavation. Our LFS Liner has been successfully used throughout the City and Genesee County on hundreds of occasions over the last 9 plus years.

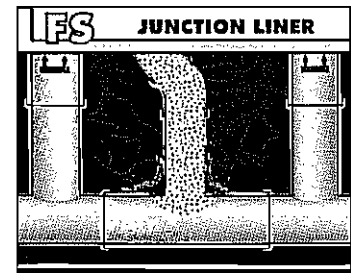
Liqui-Force currently manufactures the LFS Liner in its state of the art facility. This proprietary product along with single source control of the materials allow for immediate material delivery and custom design. Single source control also allows us to assure the highest quality possible in our product.

The LFS Point Liner is a seamless, tight fitting pipe made of polyester needled felt and a polyester thermosetting resin. LFS Point Liner, unlike manhole to manhole CIPP, is inverted using air pressure and cures at ambient temperatures thus eliminating the additional time and expense necessary for manhole to manhole CIPP. Curing of the LFS Point Liner requires approximately 2 hours under normal conditions. Liners are designed for fully deteriorated pipe conditions to provide the structural support necessary to carry the vertical and hydrostatic loads of the existing

conditions. Installation of the LFS Point Liner will eliminate root intrusion, infiltration and structural deficiencies in these isolated locations. After completion of the liner installation a final CCTV inspection is performed and submitted to the City or its Representatives for review and their records.

### ***CIPP Lateral Liner***

Liqui-Force proposes to use our proprietary Junction Liners for this contract (Appendix B). The one-piece Junction Liner will rehabilitate the mainline defective connections as well as eliminate the root intrusion and infiltration in the service lateral. Junction Liner installations are accomplished with a robotic system that is inserted from a mainline manhole and interfaces with the lateral cleanout. Once properly positioned, the lateral liner is inverted up the existing lateral. The Junction Liner provides a tough, smooth transition at the lateral/main connection. The liners smooth entry transition assures high durability, 360° seal of consistent quality that is impervious to root intrusion at the juncture of the lateral to the main. The Junction Liner's bond to the host pipe on both sides of and through the connection assures optimal structural integrity and a permanent seal against future root intrusion.



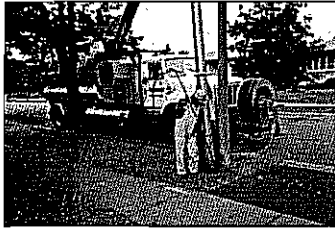
Junction Liners are manufactured in our own specialized, quality controlled facility. Each Junction Liner is custom built to conform to the proper diameter, length and strength necessary to rehabilitate the individual lateral. No liner is built until the exact measurement of the specific lateral it is intended to rehabilitate is gathered. This process assures that the Township will be receiving a product that is of the highest quality and designed properly for each individual location.

LFS Junction Liner is manufactured using a polyester non-woven fabric tube of specific length and a polyester thermosetting resin with physical and chemical properties designed for the each project.

Installation procedures as described by ASTM F1216 are adhered to. During the installation, a video camera is used to insure that the placement of the liner is correct. This inspection will occur in the lateral pipe originating from the cleanout proceeding downstream to the mainline.

Once the curing process is complete and equipment is removed from the pipeline and a final CCTV inspection completed. All final CCTV inspections and reports are submitted to the City or its Representative for their review and records.

### ***Cleanout Installation***



For this program, we are assuming that cleanouts are not present. As a necessary part of the lateral rehabilitation process, an exterior cleanout shall be installed on the lateral. For this proposal we understand that the liner is expected to repair the portion of the lateral between the mainline and the cleanout or within 5 feet of the exterior wall of the home.

Prior to starting the excavations Miss Dig will be contacted to perform utility locations as per State requirements. Upon completion of utility locates, installation of PVC cleanouts shall commence. A 15" to 20" diameter hole will be excavated using vacuum excavation equipment. This process will not harm any buried utilities and reduces the amount of surface restoration required. The cleanout will be positioned and adhered to the crown of the existing lateral pipe and the hole will be backfilled with low strength concrete (flowable fill) to within 12 inches of the surface. Once cured, the existing lateral will be cored to complete the cleanout installation.

Upon completion of the project the cleanout will be cut to sub grade levels and buried under the surface.

Restoration of the surface shall be performed after the installation of all lateral liners and as a final portion of the project. The surface shall be restored to original conditions with materials equal to or better than those that existed prior to the start of the project.



### ***CIPP Quality Assurance***

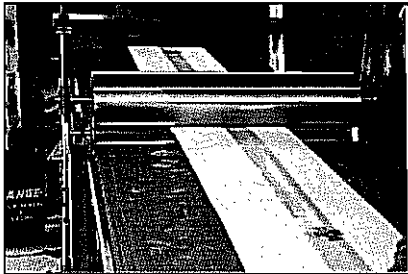
Each CIPP installation will have a design report documenting the design criteria for a fully deteriorated pipe, hydrostatic pressure depth of soil cover and type of soil (Appendix C).

All liners, upon installation inside the host pipe, will exceed the minimum test standards specified by the American Society for Testing Methods F1216:

#### **Minimum Test Standards for CIPP**

|                                |             |
|--------------------------------|-------------|
| Flexural Strength (ASTM D-790) | 4,500 PSI   |
| Flexural Modulus (ASTM D-790)  | 250,000 PSI |

Quality control testing is done in accordance with the requirements of ASTM F1216 "Standard



Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube". The quantity of resin used for tube impregnation is sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation system combined with a roller system is used to uniformly distribute the resin throughout the tube.

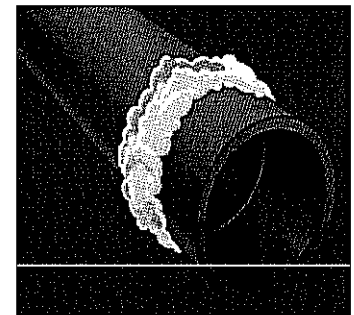
CIPP test samples are taken during the project and cut so that it can be tested in accordance with ASTM D790. The samples are delivered to Triodem Technical Services 2421 Drew Road, Mississauga, Ontario, an independent testing laboratory for ASTM D790 flexural modulus testing in accordance with ASTM F1216. A certificate will be submitted upon request.

Visual inspection is done in accordance with the requirements of ASTM F1216. A remote CCTV system is used to complete the inspections after the liner installation. The inspection occurs after the pipe has fully cured and includes the lateral locations and the date of the inspection.

### ***Chemical Grouting***

Liqui-Force has been utilizing standard chemical grouting practices for over 10 years. With technicians trained to perform testing and sealing of sewer pipe joints, we have sealed thousands of joints in various diameters.

Our abilities include testing and sealing of mainline sewer joints ranging from 6" to 36" in diameter (Appendix B). Our knowledge and experience over the past years has provided us with an understanding of the applicable uses of chemical grout.



To ensure a timely response to projects that may require chemical grout we retain an inventory in our facility.

We utilize an acrylamide based grout with time proven success for sealing sewer pipe joints. AV-100 supplied by Avanti International (or equal) has been providing chemical grouts for sewer joint sealing for decades.

Prior to rehabilitation, we will clean and inspect the mainline sewer. All roots, debris and protruding service connections will be removed prior to rehabilitation.

The intent is to perform a pipe joint test to identify those sewer pipe joints that are leaking and that can be successfully sealed by the internal pipe joint sealing process. Once a joint has failed the test or is visibly leaking it is injected with chemical grout. The chemical grout is pumped to the



*Request for Proposals  
Trenchless Sanitary Sewer Rehabilitations*

exterior of the pipeline mixing with the soils surrounding the pipeline creating a grout collar thus sealing the joint. Once the joint is sealed it is retested to guarantee that sufficient grout has been placed to properly seal the leak. This process is performed on each joint within the sewer section to ensure that the section is watertight.

Chemical Grouting is only applicable in structurally sound pipe and should not be performed on cracked or broken pipe, building sewers, or sections of pipe between joints.

The equipment used for testing will consist of a pan & tilt television camera, joint testing device (such as a packer), and test monitoring equipment. The equipment is constructed in such a way as to provide means for introducing a test medium, under pressure, into the VOID area created by the expanded ends of the joint-testing device and a means for continuously measuring the actual static pressure of the test medium within the VOID area only. VOID pressure data is transmitted from the VOID to the monitoring equipment.

The sealing equipment will consist of a pan & tilt closed-circuit television system, necessary chemical sealant container, pumps, regulators, valves, hoses, etc., and joint sealing packers for the various sizes of sewer pipes. The packer is cylindrical and has a diameter less than the pipe size with cables attached at each end to pull it through the line.

Upon completion of the testing and sealing of each joint in the sewer section, all residual grout will be removed so as to provide 100% of the original cross section. A post CCTV inspection shall be recorded and submitted to the City or its Representatives for review and their records.

### ***CIPP Potable Watermain Lining***

Although not currently anticipated, should the City have a need Liqui-Force also offers its watermain rehabilitation services. Liqui-Force is currently the only provider of Aqua-Pipe, a structural CIPP lining process approved by MDEQ and NSF for potable water distribution systems.

Aqua-Pipe is designed to improve flow and structurally rehabilitate potable watermains from 6" to 12" in diameter. All service connections are reinstated internally without the need for excavation. The designed service life of Aqua-Pipe is 50 years as per the guidelines of ASTM F1216 and ASTM F1743.

Aqua-Pipe has been used to rehabilitate potable watermains for over 6 years and has proven itself in over 65 miles of watermain in eastern Canada.



### ***5.3 Resident Communication***

A key to the success of this partnership is the cooperation between the City, Liqui-Force and the residents of Swartz Creek. We understand that the homeowners are to be treated at all times with professionalism, understanding, courtesy and respect. These homeowners are ultimately the City's customers. Liqui-Force will be responsible to keep these residents well informed with regards to the status of the projects (Appendix D). Items such as traffic control, notification of service disruptions restoration of property after project completion will all be communicated to them. We shall provide telephone numbers for our office in all notifications. City personnel shall have telephone numbers for our office staff and on site field supervisors to allow for quick response to any issues, questions or concerns that may arise.

### ***5.4 Traffic Interference***

We understand that the City has several major thoroughfares and commercial areas along with its developed residential neighborhoods. We shall perform traffic control as regulated by MDOT, Genesee County or as dictated by the City.

Our plan to address working in the highly sensitive locations is to perform the projects during the slow or downtimes if at all possible. If this cannot be performed we will perform the work with adequate traffic control devices. Communication with the City, MDOT, Genesee County and / or all other parties will be kept in place.



## **6. TIMELINESS OF SERVICE**

### ***6.1 Location of Office***

Liqui-Force Services (USA) Inc., located at 28529 Goddard Rd. Suite 106, Romulus, Michigan has grown over the last 10 years to become one of our most productive operations. The continued growth in this office has provided us with the means to increasingly offer all of our services from this local operation. With equipment and crews to perform all of our services located in our Romulus office, our ability to service the City of Swartz Creek and all our clients in a timely manner is superb.

### ***6.2 Ability to Respond***

The nature and size of our firm enables us to maintain a diverse style relating to the type of projects we perform. This has allowed us to complete various sized projects and meet the needs of all our clients.

Our fleet of equipment includes multiple units for each of the services that we provide. This secures our ability to perform larger / multiple projects simultaneously without over extending our resources. Having our own manufacturing facility enables us to prevent delays associated with material suppliers and to customize products should the need arise.

Our crews work year round in Michigan and the surrounding States. John Thompson, our dedicated contact person, is available via mobile phone 24 hours per day, 7 days per week should an emergency arise. Each of our Divisional Managers, Field Supervisors and office staff has a mobile phone allowing the City access to our personnel.

Should emergency response be necessary, we can typically respond within 12 to 24 hours with CCTV inspection and cleaning equipment. Our manufacturing facility, which produces our sectional and lateral lining materials, has a 24 hour turnaround on such materials should the need arise. We currently keep a supply of manhole to manhole CIPP materials for emergency situations. Our wet out / impregnation operation for Liqui-Force Services (Ontario) and Liqui-Force Services (USA) Inc. is located in our Romulus facility allowing for quick turnaround should it be necessary.

Our ability to provide all of the services required for this project from our local office permits us to complete the desired tasks without undue delays. We require very little if any mobilization time to respond quickly to the needs of the City.

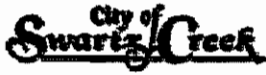


*Request for Proposals  
Trenchless Sanitary Sewer Rehabilitations*

### ***6.3 Available Equipment***

Our fleet of equipment includes multiple units for each of the services that we provide (Appendix E). This multitude of equipment enables us to not only have the ability to respond in a timely manner but also to perform larger / multiple projects simultaneously.





## **7. Warranty**

### **7.1 Warranty**

Liqui-Force Services (USA) Inc. has reviewed the requested insurance and bond requirements listed in the documents and agrees to provide such items should we enter into a contract with the City of Swartz Creek.

Liqui-Force Services (USA) Inc. warrants our CIPP lining and chemical grouting operations to be free from defects for the period of two (2) years and one (1) year respectfully as required. When notified of defects in material or workmanship within this warranty period, Liqui-Force Services (USA) Inc. will repair or replace the product, at no expense to the City of Swartz Creek, in a manner mutually agreed upon by Liqui-Force Services (USA) Inc. and the City.

Liqui-Force Services (USA) Inc. has designed the Cured in Place Pipe materials to provide a minimum of 50 years of life based on the calculations of ASTM F1216. All materials have been designed to withstand normal municipal sewage. Liqui-Force Services (USA) Inc. deems this warranty null and void in such instance that:

- solids, liquids or gases which are not considered typical municipal sewage or at typical municipal concentrations are introduced to the CIPP lining
- bedding soils are removed or disturbed from around the pipeline via open cut excavation, directional drilling or any other situation not typical in the natural life cycle of municipal sewers



## **8. LOCAL PRESENCE**

### ***8.1 Michigan Operations***

Liqui-Force Services (USA) Inc., is now approaching its eleventh anniversary (inception March of 1997), has grown to generate greater than 50% of the total corporate revenue with 95% of the projects for communities within Michigan. During these past nine plus years we have been dedicated to providing the Swartz Creek and all our clients with high quality products and service in the most professional manner possible.

Our continued growth in this region has provided us with the means to further offer our assistance and services to those in Genesee County and the State of Michigan with reduced time delays and greater flexibility. This continued growth has also permitted us to increase our local workforce from approx. 20 to 40 employees (residents of Michigan), dependant on workloads. With this personnel and equipment dedicated to servicing clients in Michigan, our ability to respond to our clients needs in a timely manner is second to none. Our predicted growth for this office will only strengthen our commitment to the City of Swartz Creek and all clients in this Region.

Currently, we have agreements with several communities to operate under similar terms as those requested. Examples include Genesee County Water and Waste Services, Charter Township of Grand Blanc, Charter Township of Bloomfield, Charter Township of Waterford, Charter Township of West Bloomfield, City of Southfield, City of Bloomfield Hills, City of Berkley, Charter Township of Independence, City of Lincoln Park and the City of Southgate.

Our local staff are always available, should the need arise for immediate or emergency assistance. We have responded to past emergencies not only for the City and several other communities including Grand Blanc Township, Bloomfield Township, West Bloomfield Township, City of Southfield and Waterford Township.



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

-DIVISION OF-  
**WATER & WASTE SERVICES**  
G-4610 BEECHER ROAD • FLINT, MICHIGAN 48532-2617  
PHONE (810) 732-7870 • FAX (810) 732-9773

JEFFREY WRIGHT  
COMMISSIONER

December 7, 2007

To Whom It May Concern:

The Division of Water and Waste Services has awarded contracts to Liquiforce Sewer Services over the past several years for numerous sewer main repairs. These projects include: repairing sanitary sewers with both point-in-place liners and full-length liners, grouting joints in the sanitary sewer system, and lateral repairs.

These projects were competitively bid and awarded to the lowest bidder.

The Division of Water and Waste Services was extremely satisfied with the timeliness, professionalism and integrity in which the projects were completed.

If you have any questions, please contact Tim Davidek, Chief of the Operations and Maintenance Department, at (810) 732-7870, extension 4103.

Respectfully,



Jeffrey Wright  
Genesee County Drain Commissioner



# CHARTER TOWNSHIP OF GRAND BLANC

5371 South Saginaw Street  
P.O. Box 1833 • Grand Blanc, MI 48439-0057  
(810) 424-2600 Fax (810) 694-2881

August 23, 2004

Mr. Kim K. Lewis, CEO  
LiquiForce Services  
28529 Goddard Road  
Suite 106  
Romulus, MI 48174

Dear Mr. Lewis:

I would like to express my satisfaction in all aspects of the quality work performed by LiquiForce with Grand Blanc Township. As Supervisor of Grand Blanc Township, I have worked closely with LiquiForce and the on-going sanitary sewer repair and maintenance program throughout the Township. It has been my experience that all of your work within the Township has been performed to a very high level of quality and has contributed to the prolonged life of our sanitary sewer system.

In the many years LiquiForce has provided sanitary sewer services to Grand Blanc Township, I have always been more than satisfied. Upon approval of services, LiquiForce employees have promptly and efficiently performed all work agreed upon in the contract. In addition to scheduled maintenance, I have encountered several emergencies in which LiquiForce was able and willing to provide extra services with very short notice.

In summation, I am very pleased to have the LiquiForce team performing work in this community and would give them high marks for their efforts. I would not have any reservations in recommending them as contractors of quality to any other community based on my experience here.

Sincerely,



Jeff Zittel, Supervisor  
Grand Blanc Township



Jeffrey A. Zittel, *Supervisor*

Lorraine A. Parker, *Clerk*

*Trustees:*

Jeffery L. Cyphert, *Treasurer*

Marilyn M. Hoffman

Catherine A. Lane

Ann P. Moss

Roger W. Swaim

**BOARD OF TRUSTEES**  
Carl W. Solden, Supervisor  
Betty Forlino, Clerk  
Margaret Birch, Treasurer  
Todd Fox, Trustee  
David J. Maloney, Trustee  
Stan Moore, Trustee  
Bette O'Shea, Trustee

# WATERFORD

## A CHARTER TOWNSHIP

5240 Civic Center Drive  
Waterford, Michigan 48329-3773  
Telephone: (248) 674-2278 • Fax: (248) 674-8658  
www.twp.waterford.mi.us

**DEPARTMENT OF PUBLIC WORKS**  
Terry E. Biederman, P.E.  
Director  
Tom Coburn  
Water & Sewer Superintendent  
David M. Papke  
Facilities & Operations Superintendent  
Derek Diederich  
Administrative Superintendent  
William Fritz  
Engineering Superintendent

December 20, 2007

Mr. Kim Lewis, CEO  
LiquiForce Services  
28529 Goddard Rd.  
Suite 106  
Romulus, MI 48174

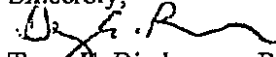
Dear Mr. Lewis:

Over the past four (4) years LiquiForce Services has successfully performed substantial sewer rehabilitation work ranging from cleaning and televising to main and lead lining for Waterford Township. In addition, your firm also successfully serves as the contractor of record for sewer rehabilitation services to the Township with little or no prior notification.

Due to the highly visible and public nature of the work, these contracts were awarded to your firm based on experience, cost, timeliness and customer satisfaction. To say the least, the Township has not been disappointed in your performance to date. As a result, we have and do, strongly recommend your firm to other communities seeking to have such work completed.

We look forward to our continued relationship.

Sincerely,

  
Terry E. Biederman, P.E.  
Director of Public Works

Cc: File



# City of Southfield

26000 Evergreen Rd. • P.O. Box 2055 • Southfield, MI 48037-2055 • www.cityofsouthfield.com

December 18, 2007

Mr. Kim K. Lewis, CEO  
LiquiForce Services  
28529 Goddard Road  
Suite 106  
Romulus, MI 48174

Dear Mr. Lewis:

I would like to express my satisfaction in all aspects of the quality work performed by LiquiForce with the City of Southfield. As the Director of Public Works, I have worked closely with LiquiForce and the on-going sanitary sewer repair and maintenance program throughout the City. It has been my experience that all of your work throughout the City has been performed to a very high level of quality and has contributed to the prolonged life of our sanitary sewer system.

In the many years LiquiForce has provided sanitary sewer services to Southfield, we have always been more than satisfied. Upon approval of services, LiquiForce employees have promptly and efficiently performed all work agreed upon in the contract. In addition to scheduled maintenance, I have encountered several emergencies in which LiquiForce was able and willing to provide extra services with very short notice.

In summation, I am very pleased to have the LiquiForce team performing work in this community and would give them high marks for their efforts. I would not have any reservations in recommending them as contractors of quality to any other community based on my experience here.

Sincerely,

Gary M. Mekjian, P.E.  
Director of Public Works

GMM/cdw

---

|                             |                                   |                                 |                                    |
|-----------------------------|-----------------------------------|---------------------------------|------------------------------------|
| Mayor<br>Brenda L. Lawrence | Council President<br>Joan Seymour | City Clerk<br>Nancy L. M. Banks | City Treasurer<br>Irv M. Lowenberg |
| City Council                |                                   |                                 |                                    |
| Donald F. Fracassi          | Myron A. Frasier                  | Sylvia Jordan                   | Sidney Lantz                       |
|                             |                                   | William Lattimore               | Kenson J. Siver                    |

August 20, 2004



Re: Letter of Reference for Liquiforce Services

To Potential Municipal and Industrial Customers:

It is with regret that I am leaving the Michigan Area. In parting, I realize that the tremendous success and accomplishments made during the past seven plus years could not have been achieved alone.

I believe that the services provided to the City of Bay City by the management and employees of the Liquiforce organization were above and beyond the level of service provided by any other contractor working for the City of Bay City. Further, I have been in this field of work for over 25 years, having at one time been the Vice President of Operations for a HDPE lining company and for an Insituform company. The range and level of service provided by John Thompson, the Lewis Family, and the employees of Liquiforce exceeds the industry standard.

During their seven plus years of service there has been a problem or two; every contractor has them. In every case, the response and remedy has exceeded our expectations.

It is refreshing to find a company where the term "value added" does not translate to paying a premium.

Sincerely,

A handwritten signature in black ink, appearing to read "John H. Kolessar". The signature is fluid and cursive, with a large loop at the beginning.

John H. Kolessar, PE  
Former Director of Engineering and Public Infrastructure  
Past President of the American Public Works Association, Michigan Chapter

Note: After September 1, 2004, I can be reached at the City of Rio Rancho, Rio Rancho, New Mexico for additional information.

**CIPP-DESIGN US UNITS**

By ASTM F1216-07b Appendix XI Design Method  
 CIPP Liner Thickness for Non-Pressure Applications



| PROJECT INFORMATION   |  |
|---|--|
| 31-Jan-08<br><br>City of Swartz Creek<br>ABC Street<br>Mh XY to Mh YZ<br><br>Sample |  |

| EXISTING PIPE PARAMETERS         | ENTERED     | FACTOR SUMMARY - FULLY DETERIORATED |             |               |
|----------------------------------|-------------|-------------------------------------|-------------|---------------|
| Design Condition                 | Fully Det.  | Flexural Modulus long-term          | 200,000 psi |               |
| Inside Diameter of Existing Pipe | 8 ins       | Flexural Strength long-term         | 2,250 psi   |               |
| Depth to Invert                  | 10 ft       | Minimum Dia for host pipe           | 7.60 ins    |               |
| Water Table Below Surface        | 6 ft        | Maximum Dia for host pipe           | 8.40 ins    |               |
| Ovality                          | 5%          | Ovality Reduction Factor            | 0.640       |               |
| Soil Density                     | 120 lb/ft3  | Water Buoyancy Factor               | 0.882       |               |
| Soil Modulus                     | 1,000 psi   | Coeff of Elastic Support            | 0.314       |               |
| Live Load                        | HS-20       | Soil Pressure, Overt                | 6.86 psi    | 9.33 ft Cover |
| Other Load                       | 0 psi       | Water Pressure, Overt               | 1.44 psi    | 3.33 ft Head  |
| Vacuum Condition                 | 0 psi       | Live Load Pressure                  | 0.86 psi    |               |
| <b>CIPP LINER PARAMETERS</b>     |             | Other Load Pressure                 | 0.00 psi    |               |
|                                  | ENTERED     | Vacuum Pressure                     | 0.00 psi    |               |
| Flexural Modulus short-term      | 400,000 psi | Total Design Pressure               | 9.17 psi    |               |
| Flexural Strength short-term     | 4,500 psi   | Inside Diameter After Lining        | 7.75 ins    |               |
| Long-term Retention              | 50%         |                                     |             |               |
| Safety Factor                    | 2           |                                     |             |               |
| Enhancement Factor               | 7           |                                     |             |               |
| Poisson's Ratio                  | 0.3         |                                     |             |               |

FULLY DETERIORATED DESIGN REQUIRES SATISFYING F1216-X1 EQUATIONS X1.1, X1.2, X1.3 & X1.4

| F1216 X1 Equations solved for liner thickness t   | t mm          | t ins            | DR           |
|---|---------------|------------------|--------------|
| Hydraulic loads due to groundwater<br>$X1.1: P = [2KE_L / (1-v^2)] \times [1 / (DR-1)^3] \times [C/N]$                | 2.4 mm        | 0.096 ins        | 83.33        |
| Minimum thickness for ovality<br>$X1.2: (1.5q/100)(1+q/100)DR^2 - 0.5(1+q/100)DR = s/(PN)$                            | 2.2 mm        | 0.085 ins        | 94.12        |
| Hydraulic, soil & live loads - Fully Deteriorated<br>$X1.3: Q_t = [1/N] \times [32R_w B' E'_s C (E_L I / D^3)]^{1/2}$ | 3.1 mm        | 0.123 ins        | 65.04        |
| Minimum thickness - Fully Deteriorated<br>$X1.4: EI/D^3 = E/[12(DR^3)]$ greater or equal 0.093                        | 2.9 mm        | 0.113 ins        | 70.80        |
| <b>Required Liner Thickness - Fully Deteriorated</b>  | <b>3.1 mm</b> | <b>0.123 ins</b> | <b>65.04</b> |

t ins is rounded-up to 3 decimal places; t mm = t ins x 25.4; DR = (Inside Diameter ins)/(t ins).

**COMMENTS**



**ASTM F1216 APPENDIX X1 CALCULATION DETAILS: FULLY DETERIORATED DESIGN**

Fully deteriorated design requires satisfying 4 equations: X1.1, X1.2, X1.3 and X1.4

**Check Equation X1.1**

X1.1:  $P = [2KE_L / (1 - \nu^2)] \times [1 / (DR - 1)^3] \times [C / N]$

For selected liner thickness t: 3.1 mm      0.123 ins      DR 65.04      From summary page

Where

P = Allowed external pressure for liner. Calculated for selected liner thickness t

K = Enhancement factor = 7 As entered.

$E_L$  = Flex Modulus Long-term, psi = (Flex Modulus Short-term) x (Long-term Retention)  
= 400000 x 50% = 200000 psi

$\nu$  = Poisson's ratio = 0.3 As entered.

DR = Dimension Ratio = (Liner OD)/(liner t) Where Liner OD = Inside Diameter as entered.  
= 8 / 0.123 = 65.04

C = Ovality Reduction Factor =  $([1 - q/100] / [1 + q/100]^2)^3$ , where q is ovality of host pipe as entered.

$C = ([1 - 5/100] / [1 + 5/100]^2)^3 = 0.64$

N = Safety Factor = 2 As entered.

$P = [(2 \times 7 \times 200000) / (1 - 0.3^2)] \times [1 / ((65.04 - 1)^3)] \times [0.64 / 2] = 3.75 \text{ psi}$

Compare to actual external pressure on liner, P actual = Pa = ground water P + vacuum P (if any)

Ground water Pressure = 0.433 x Hw = 0.433 x 4 x = 1.73 psi. Where Hw is height of water over invert.

Vacuum P = 0 psi As entered.

$P_a = 1.73 + 0 = 1.73 \text{ psi}$

Actual external pressure, Pa = 1.73 psi

Due to ground water + any vacuum.

Allowed external pressure, P = 3.75 psi

From Equation X1.1 solution above

Is allowed external pressure sufficient?

Yes

Equation X1.1 is satisfied

Check for DR less or equal to 100 as per F1216 Appendix X1 note X1.2

DR selected = 65.04 as calculated above

Is DR less or equal to 100?

Yes

Note X1.2 is satisfied

**Check Equation X1.2**

X1.2:  $[(1.5 \times q/100) \times (1 + q/100) \times DR^2] - [0.5 \times (1 + q/100) \times DR] = (SL) / (P \times N)$

Where

q = 5 As shown above in determination of C, Ovality Reduction Factor.

DR, calculated above = 65.04

SL = Flex Strength Long-term = (Flex Strength Short-term) x (Long-term Retention) = 4500 x 50% = 2250 psi

P = external pressure on liner (see above), P = Pa = 1.73 psi

N = safety factor = 2 As entered.

Solve Eq. X1.2 for liner thickness, t. Where DR = (Liner OD)/(t)

$t = [3 \times (q/100) \times Do] / [0.5 + (0.25 + (6 \times (q/100) \times (SL / (P \times N \times (1 + (q/100))))^0.5)]$

$t = [3 \times (5/100) \times 8] / [0.5 + (0.25 + (6 \times (5/100) \times (2250 / (1.73 \times 2 \times (1 + (5/100))))^0.5)] = 0.085 \text{ ins}$

Compare selected t to t required by Equation X1.2

Selected t: 0.123 ins

Required t: 0.085 ins

Is selected liner thickness sufficient?

Yes

Equation X1.2 is satisfied

Fully Deteriorated calculations continue on next page.

**ASTM F1216 APPENDIX X1 FULLY DETERIORATED CALCULATION DETAILS CONT'D**

**Check Equation X1.3**

X1.3:  $q_t = [1/N] \times [32 \times R_w \times B' \times E'_s \times C \{ (E_L \times I) / D^3 \}]^{1/2}$       Note: Equation X1.3 was revised in F1216-07b by relocating C.  
 For selected liner thickness t:      3.1 mm      0.123 ins      DR 65.04      From summary page

Where

$q_t$  = allowed total external pressure for liner. To be calculated for selected liner thickness t

C = Ovality Reduction Factor, calculated on page 1, = 0.64

N = Safety Factor = 2 as entered

$R_w$  = Water Bouyancy Factor (0.67 min, 1.0 max) =  $1 - 0.33(H_w/H) \approx 1 - 0.33(3.33/9.33) = 0.882$

Where  $H_w$  and H are height of water and height of soil over top of pipe. See F1216 X1.2.2

$B'$  = Coefficient of elastic support =  $1 / (1 + 4e^{-0.665H}) = 0.314$       Where H = 9.33

$E'_s$  = Modulus of soil reaction = 1000 psi, as entered.

$E_L$  = Long-term modulus for CIPP, calculated on page 1, = 200000 psi

I = Moment of inertia for selected wall thickness =  $(t^3) / 12 = (0.123^3) / 12 = 0.0002$

D = Inside diameter of existing pipe (as entered) = mean OD of liner = 8 ins

$q_t = 1/2 \times [32 \times 0.882 \times 0.314 \times 1000 \times 0.64 \times ((200000 \times 0.0002) / 8^3)]^{1/2} = 9.27$  psi

**Compare  $q_t$  to required load pressure to be provided for,  $q_r$ , due to all external loads**

$q_r = P_w + P_s + P_l + P_v + P_o$

Where

$P_w$  = Water load =  $0.433 \times H_w = 0.433 \times 3.33 = 1.44$  psi       $H_w$  = height of water over top of pipe

$P_s$  = Soil load =  $(\text{Soil Density} \times H \times R_w) / 144 = (120 \times 9.33 \times 0.882) / 144 = 6.86$  psi      H = soil height over top of pipe.

$P_l$  = Live load, HS-20 (selected) = 0.86 psi      Calculation not shown. Refer AWWA M45 or CPHB

$P_v$  = Vacuum equivalent load = 0 psi      As entered

$P_o$  = Other load = 0 psi      As entered

$q_r = P_w + P_s + P_l + P_v + P_o = \text{total external load on liner}$

=  $1.44 + 6.86 + 0.86 + 0 + 0 = 9.17$  psi

**Compare  $q_r$  (required) to  $q_t$  (allowed)**

$q_r = 9.17$  psi      Required external pressure to be provided for

$q_t = 9.27$  psi      Allowed external pressure for liner from equation X1.3

Is allowed external pressure sufficient?      Yes      Equation X1.3 is satisfied

**Check Equation X1.4**

X1.4:  $(E \times I) / D^3 = E / (12 \times (DR^3))$  must be greater or equal 0.093

For selected liner thickness t:      3.1 mm      0.123 ins      DR 65.04      From summary page

Where

E = initial modulus = 400000 psi as entered

DR = liner dimension ratio =  $D/t = 8 / 0.123 = 65.04$

$E / (12 \times (DR^3)) = 400000 / (12 \times 65.04^3) = 0.1212$

Is X1.4 requirement satisfied?      Yes      Equation X1.4 is satisfied

**Summary for Fully Deteriorated Design**

Fully Deteriorated design requires satisfying Eqs X1.1, X1.2, X1.3, X1.4

Eq X1.1 Satisfied by selected liner thickness

Eq X1.2 Satisfied by selected liner thickness

Eq X1.3 Satisfied by selected liner thickness

Eq X1.4 Satisfied by selected liner thickness

**Required liner thickness for fully deteriorated design is...      3.1 mm      0.123 ins**



*Client*

LIQUI-FORCE SERVICES (USA) INC.  
 28529 Goddard Road, Suite 106  
 Romulus, Michigan, USA  
 48174

Laboratory  
 Report

| Attention   | Client's Order Number | Date                             | Report Number |
|---|-----------------------|----------------------------------|---------------|
| Chris Lewis   | C.L. 54 INCH          | 16 November 2007                 | 07-3845       |
| Client's Material / Product Description                                   | Date Sample Received  | Material / Product Specification |               |
| 6 pcs (54" x 37.5 mm)<br>Samples cut to: 3/16" thick,<br>1" wide, 5" long | 07 November 2007      | ASTM F1216                       |               |
| Test Performed  | Result                |                                  |               |

1. Tangent Flexural Modulus  
 (ASTM D790)

| <ul style="list-style-type: none"> <li>• Crosshead speed: 0.08"/min</li> <li>• 1000 lbf Load cell</li> <li>• 3 inch support span</li> <li>• L/D = 16</li> <li>• Specimen Geometry:<br/>                     3/16" x 1/2" x 5"</li> <li>• 5 specimens tested</li> <li>• Units: psi</li> </ul> | <table border="0"> <thead> <tr> <th>Sample #</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>508000</td> <td></td> </tr> <tr> <td>2</td> <td>596000</td> <td></td> </tr> <tr> <td>3</td> <td>634000</td> <td>250,000 minimum</td> </tr> <tr> <td>4</td> <td>572000</td> <td></td> </tr> <tr> <td>5</td> <td>646000</td> <td></td> </tr> <tr> <td>Average</td> <td>591000</td> <td></td> </tr> </tbody> </table> | Sample #        |  |  | 1 | 508000 |  | 2 | 596000 |  | 3 | 634000 | 250,000 minimum | 4 | 572000 |  | 5 | 646000 |  | Average | 591000 |  |
|--|---|-----------------|--|--|---|--------|--|---|--------|--|---|--------|-----------------|---|--------|--|---|--------|--|---------|--------|--|
| Sample #   |   |                 |  |  |   |        |  |   |        |  |   |        |                 |   |        |  |   |        |  |         |        |  |
| 1  | 508000  |                 |  |  |   |        |  |   |        |  |   |        |                 |   |        |  |   |        |  |         |        |  |
| 2  | 596000  |                 |  |  |   |        |  |   |        |  |   |        |                 |   |        |  |   |        |  |         |        |  |
| 3  | 634000  | 250,000 minimum |  |  |   |        |  |   |        |  |   |        |                 |   |        |  |   |        |  |         |        |  |
| 4  | 572000  |                 |  |  |   |        |  |   |        |  |   |        |                 |   |        |  |   |        |  |         |        |  |
| 5  | 646000  |                 |  |  |   |        |  |   |        |  |   |        |                 |   |        |  |   |        |  |         |        |  |
| Average  | 591000  |                 |  |  |   |        |  |   |        |  |   |        |                 |   |        |  |   |        |  |         |        |  |

2. Flexural Strength  
 (ASTM D790)

| <ul style="list-style-type: none"> <li>• 5 specimens tested</li> <li>• Units: psi</li> </ul> | <table border="0"> <thead> <tr> <th>Sample #</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>7000</td> <td></td> </tr> <tr> <td>2</td> <td>7700</td> <td></td> </tr> <tr> <td>3</td> <td>6400</td> <td>4,500 minimum</td> </tr> <tr> <td>4</td> <td>6500</td> <td></td> </tr> <tr> <td>5</td> <td>7000</td> <td></td> </tr> <tr> <td>Average</td> <td>6900</td> <td></td> </tr> </tbody> </table> | Sample #      |  |  | 1 | 7000 |  | 2 | 7700 |  | 3 | 6400 | 4,500 minimum | 4 | 6500 |  | 5 | 7000 |  | Average | 6900 |  |
|--|---|---------------|--|--|---|------|--|---|------|--|---|------|---------------|---|------|--|---|------|--|---------|------|--|
| Sample #   |   |               |  |  |   |      |  |   |      |  |   |      |               |   |      |  |   |      |  |         |      |  |
| 1  | 7000  |               |  |  |   |      |  |   |      |  |   |      |               |   |      |  |   |      |  |         |      |  |
| 2  | 7700  |               |  |  |   |      |  |   |      |  |   |      |               |   |      |  |   |      |  |         |      |  |
| 3  | 6400  | 4,500 minimum |  |  |   |      |  |   |      |  |   |      |               |   |      |  |   |      |  |         |      |  |
| 4  | 6500  |               |  |  |   |      |  |   |      |  |   |      |               |   |      |  |   |      |  |         |      |  |
| 5  | 7000  |               |  |  |   |      |  |   |      |  |   |      |               |   |      |  |   |      |  |         |      |  |
| Average  | 6900  |               |  |  |   |      |  |   |      |  |   |      |               |   |      |  |   |      |  |         |      |  |

Address  
 2421 Drew Road  
 Mississauga, Ontario  
 Canada  
 L5S 1A1

Telephone  
 (905) 673 9899

Facsimile  
 (905) 673-8394

E-mail  
 aahlawat@acuren.com

Web  
 www.acuren.com

Amit Ahlawat, B.A.Sc., Hon B.Sc.,  
 Test Specialist.

Dr. Erhan Ulvan, Ph. D, P. Eng.,  
 Laboratory Manager



Page 1 of 1  
 (i) The information provided by the services described here will relate only to the material tested. No representation will be made that similar materials or the bulk material will exhibit like properties. (ii) Reproduction in whole or in part, of the text or substance of this advertisement shall be made without the prior written consent of Acuren, except as required by regulatory bodies, in which case this document must be submitted in its entirety. The name of Acuren shall not be used in any manner in connection with the sale, offering or advertising of any article, product or service. (iii) Neither Acuren nor its employees shall be responsible for any claims, economic loss, injury or damage resulting directly or indirectly from any fault, error, negligence or omission on their part. (iv) Unless instructed by the client in writing, samples pertaining to this report will be discarded twenty (20) days after the report date. (v) Work which may progress beyond thirty-one (31) days in duration may be interim invoiced for work performed up to the invoice date. (vi) Terms for interim invoice are not 30 days from date of invoice (vii) Any tests outsourced to an approved subcontractor are highlighted above (\*)



### Client

LIQUI-FORCE SERVICES (USA) INC.  
2015 Spinks Drive, R.R. 2  
Kingsville, Ontario  
N9Y 2E5

## Laboratory Report

| Attention                               | Client's Order Number | Date                             | Report Number |
|---|-----------------------|----------------------------------|---------------|
| Art Caron                               | RFA                   | 14 December 2004                 | E-2935        |
| Client's Material / Product Description | Date Sample Received  | Material / Product Specification |               |
| ID # 17, 9 <sup>th</sup> Street         | 29 November 2004      | ASTM F1216                       |               |
| Test Performed                          | Result                | Specification                    |               |

### Tangent Flexural Modulus (ASTM D790)

- Crosshead speed: 0.10"/min
- 1000 lbf load cell
- 3.0 inch support span
- L/D = 16
- Specimen Geometry:  
3/16" x 1/2" x 4"
- 5 specimens tested
- Units: psi

#### Sample #

|         |         |
|---------|---------|
|         | 567 400 |
| 2       | 512 600 |
| 3       | 497 400 |
| 4       | 515 400 |
| 5       | 556 700 |
| Average | 529 900 |

250,000 minimum

### 2. Flexural Strength (ASTM D790)

- Crosshead speed: 0.10"/min
- 1000 lbf load cell
- 3.0 inch support span
- L/D = 16
- 5 specimens tested
- Units: psi

#### Sample #

|         |       |
|---------|-------|
| 1       | 8 370 |
| 2       | 7 420 |
| 3       | 7 560 |
| 4       | 7 030 |
| 5       | 7 510 |
| Average | 7 580 |

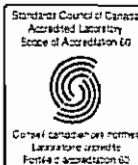
4,500 minimum

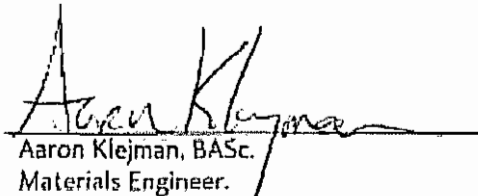
**Address**  
2421 Drew Road  
Mississauga, Ontario  
Canada  
L5S 1A1

**Telephone**  
(905) 673-9899

**Facsimile**  
(905) 673-8394

**E-mail**  
info@triodem.com



  
Aaron Klejman, B.A.Sc.  
Materials Engineer.

  
Colin Healey, B. Com.  
Assistant Laboratory Manager.

Page 1 of 1  
(1) The information provided by the services described here will relate only to the material tested. No representations will be made that similar materials or the bulk material will exhibit the properties. (2) No publication in whole or in part, of the test or substance of this information shall be made without the prior written consent of Triodem Technical Services Ltd. except as required by regulatory bodies, in which case this document must be submitted to its custody. The name of Triodem Technical Services Ltd. shall not be used in any manner in connection with the sale, offering or advertising of any article, product or service. (3) Neither Triodem Technical Services Ltd. nor its employees shall be responsible for any claims, economic loss, injury or damage resulting directly or indirectly from any fault, error, negligence or omission on their part. (4) Unless instructed by the client in writing, samples remaining in this report will be discarded ninety (90) days after the report date. (5) Work which may progress beyond thirty-one (31) days in duration may be interim invoiced for work performed up to the invoice date. Terms for interim and final invoices are net 30 days from date of invoice. (6) Any tests outsourced to an approved subcontractor are highlighted above (7)



### Client

LIQUI-FORCE SERVICES (USA) INC.  
2015 Spinks Drive; R.R. 2  
Kingsville, Ontario  
N9Y 2E5

## Laboratory Report

| Attention                               | Client's Order Number | Date                             | Report Number |
|---|-----------------------|----------------------------------|---------------|
| Chris Lewis                             | CHRIS LEWIS           | 09 June 2005                     | F-554         |
| Client's Material / Product Description | Date Sample Received  | Material / Product Specification |               |
| B.C. Sample #1, 8" x 6 mm, Boiler #41   | 02 June 2005          | ASTM F1216 & D790                |               |
| Test Performed                          | Result                | Specification                    |               |

### 1. Tangent Flexural Modulus (ASTM D790)

- Crosshead speed: 0.10"/min
- 1000 lbf load cell
- 3.0 inch support span
- L/D = 16
- Specimen Geometry: 3/16" x 1/2" x 4"
- 5 specimens tested
- Units: psi

| Sample # | Result  | Specification   |
|----------|---------|-----------------|
|          | 407 200 | 250,000 minimum |
| 2        | 364 300 |                 |
| 3        | 441 200 |                 |
| 4        | 326 400 |                 |
| 5        | 427 800 |                 |
| Average  | 393 400 |                 |

### 2. Flexural Strength (ASTM D790)

- Crosshead speed: 0.10"/min
- 1000 lbf load cell
- 3.0 inch support span
- L/D = 16
- 5 specimens tested
- Units: psi

| Sample # | Result | Specification |
|----------|--------|---------------|
| 1        | 6 760  | 4,500 minimum |
| 2        | 5 690  |               |
| 3        | 6 130  |               |
| 4        | 5 350  |               |
| 5        | 6 670  |               |
| Average  | 6 120  |               |

### 3. Wall Thickness

- Units: mm

| Side A | Side B |
|--------|--------|
|        |        |

Address  
2421 Drew Road  
Mississauga, Ontario  
Canada  
L5S 1A1

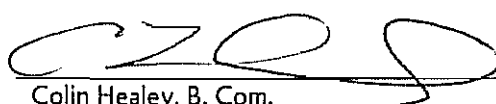
Telephone  
(905) 673-9899

Facsimile  
(905) 673-8394

E-mail  
info@triodem.com



  
Yue Jiy Tan, M.A.Sc.  
Materials Engineer.

  
Colin Healey, B. Com.  
Assistant Laboratory Manager.

Page 1 of 1  
(1) The information provided by the services described here will relate only to the material tested. No representations will be made that similar materials or the bulk material will exhibit the properties. (2) No publication in whole or in part of the text or substance of this information shall be made without the prior written consent of Triodem Technical Services Ltd. except as required by regulatory bodies, in which case this document must be submitted in its entirety. The name of Triodem Technical Services Ltd. shall not be used in any manner in connection with the sale, offering or advertising of any article, product or service. (3) Neither Triodem Technical Services Ltd. nor its employees shall be responsible for any claims, economic loss, injury or damage resulting directly or indirectly from any fault, error, negligence or omission on their part. (4) Unless instructed by the client in writing, samples pertaining to this report will be discarded ninety (90) days after the report date. (5) Work which may progress beyond thirty-one (31) days in duration may be interim invoiced for work performed up to the invoice date. Terms for interim and final invoices are net 30 days from date of invoice. (6) Any tests outsourced to an approved subcontractor are highlighted above (\*)



### Client

LIQUI-FORCE SERVICES (ONT) INC.  
2015 Spinks Drive, R.R. 2  
Kingsville, Ontario  
N9Y 2E5

## Laboratory Report

| Attention   | Client's Order Number | Date                             | Report Number |
|---|-----------------------|----------------------------------|---------------|
| Chris Lewis   | C Lewis 01            | 23 March 2005                    | E-4236        |
| Client's Material / Product Description                 | Date Sample Received  | Material / Product Specification |               |
| Bay City, "Novoc Resin"<br>Feb. 2005, 10" x 6 mm (CIPP) | 03 March 2005         | ASTM F1216 & ASTM D790           |               |
| Test Performed  | Result                | Specification                    |               |

### 1. Tangent Flexural Modulus (ASTM D790)

- Crosshead speed: 0.1"/min
- 1000 lbf Load cell
- 3.0 inch support span
- L/D = 16
- Specimen Geometry:  
3/16" x 1/2" x 4"
- 5 specimens tested
- Units: psi

| Sample # | Result  | Specification   |
|----------|---------|-----------------|
|          | 424,600 | 250,000 minimum |
| 2        | 422,800 |                 |
| 3        | 415,000 |                 |
| 4        | 381,500 |                 |
| 5        | 371,900 |                 |
| Average  | 403,200 |                 |

### 2. Flexural Strength (ASTM D790)

- Crosshead speed: 0.10"/min
- 1000 lbf Load cell
- 3.0 inch support span
- L/D = 16
- 5 specimens tested
- Units: psi

| Sample # | Result | Specification |
|----------|--------|---------------|
| 1        | 6,230  | 4,500 minimum |
| 2        | 5,220  |               |
| 3        | 5,420  |               |
| 4        | 6,350  |               |
| 5        | 6,350  |               |
| Average  | 5,910  |               |

### 3. Wall Thickness

- Units: mm

|  | Side A | Side B |
|--|--------|--------|
|  | 5.15   | 5.27   |
|  | 5.17   | 5.31   |
|  | 5.23   | 5.46   |
|  | 5.33   | 5.57   |

Address  
2421 Drew Road  
Mississauga, Ontario  
Canada  
L5S 1A1

Telephone  
(905) 673-9899

Facsimile  
(905) 673-8394

E-mail  
info@triodem.com



Aaron Klejman, B.A.Sc.  
Materials Engineer.

Colin Healey, B. Com.  
Assistant Laboratory Manager.

Page 1 of 1  
(1) The information provided by the services described here will relate only to the material tested. No representations will be made that similar materials or the bulk material will exhibit like properties. (2) No publication in whole or in part, of the text or substance of this information shall be made without the prior written consent of Triodem Technical Services Ltd. except as required by regulatory bodies, in which case this document must be submitted in its entirety. The name of Triodem Technical Services Ltd. shall not be used in any manner in connection with the sale, offering or advertising of any article, product or service. (3) Neither Triodem Technical Services Ltd. nor its employees shall be responsible for any claims, economic loss, injury or damage resulting directly or indirectly from any fault, error, negligence or omission on their part. (4) Unless instructed by the client in writing, samples pertaining to this report will be discarded ninety (90) days after the report date. (5) Work which may progress beyond thirty-one (31) days in duration may be interim invoiced for work performed up to the invoice date. Terms for interim and final invoices are net 30 days from date of invoice. (6) Any tests outsourced to an approved subcontractor are highlighted above (7)



### Client

LIQUI-FORCE SERVICES (ONT) INC.  
2015 Spinks Drive, R.R. 2  
Kingsville, Ontario  
N9Y 2E5

## Laboratory Report

| Attention                                  | Client's Order Number | Date                             | Report Number |
|--|-----------------------|----------------------------------|---------------|
| Chris Lewis                                | Clewis 03             | 18 April 2005                    | E-4672        |
| Client's Material / Product Description    | Date Sample Received  | Material / Product Specification |               |
| DMAA Sample #1 Novoc<br>10" x 6mm x 280 ft | 30 March 2005         | ASTM F1216 & D790                |               |
| Test Performed                             | Result                | Specification                    |               |

### 1. Tangent Flexural Modulus (ASTM D790)

- Crosshead speed: 0.10"/min
- 1000 lbf load cell
- 3.0 inch support span
- L/D = 16
- Specimen Geometry:  
3/16" x 1/2" x 4"
- 5 specimens tested
- Units: psi

| Sample # | Value   | Specification   |
|----------|---------|-----------------|
|          | 376 100 | 250,000 minimum |
| 2        | 399 400 |                 |
| 3        | 450 200 |                 |
| 4        | 384 900 |                 |
| 5        | 492 000 |                 |
| Average  | 420 500 |                 |

### 2. Flexural Strength (ASTM D790)

- Crosshead speed: 0.10"/min
- 1000 lbf load cell
- 3.0 inch support span
- L/D = 16
- 5 specimens tested
- Units: psi

| Sample # | Value | Specification |
|----------|-------|---------------|
|          | 4 840 | 4,500 minimum |
| 2        | 4 770 |               |
| 3        | 5 320 |               |
| 4        | 5 140 |               |
| 5        | 5 790 |               |
| Average  | 5 170 |               |

### 3. Wall Thickness

- Units: mm

| Side A | Side B |
|--------|--------|
| 5.47   | 5.75   |
| 6.00   | 6.20   |
| 6.09   | 6.43   |
| 6.15   | 6.60   |

Address  
2421 Drew Road  
Mississauga, Ontario  
Canada  
L5S 1A1

Telephone  
(905) 673-9899

Facsimile  
(905) 673-8394

E-mail  
info@triodem.com



*Aaron Klejman*  
Aaron Klejman, B.A.Sc.  
Materials Engineer.

*Colin Healey*  
Colin Healey, B. Com.  
Assistant Laboratory Manager.

Page 1 of 1  
(i) The information provided by the services described here will relate only to the material tested. No representations will be made that similar materials or the bulk material will exhibit the properties. (ii) No publication in whole or in part of the text or substance of this information shall be made without the prior written consent of Triodem Technical Services Ltd. except as required by regulatory bodies, in which case this document must be submitted in its entirety. The name of Triodem Technical Services Ltd. shall not be used in connection with the sale, offering or advertising of any article, product or service. (iii) Neither Triodem Technical Services Ltd. nor its employees shall be responsible for any claims, economic loss, injury or damage resulting directly or indirectly from any fault, error, negligence or omission on their part. (iv) Unless instructed by the client in writing, samples pertaining to this report will be discarded ninety (90) days after the report date. (v) Work which may progress beyond thirty-one (31) days in duration may be interim invoiced for work performed up to the invoice date. Terms for interim and final invoices are net 30 days from date of invoice. (vi) Any tests outsourced to an approved subcontractor are highlighted above (\*)

# SEWER WORK NOTICE

## LIQUIFORCE

As part of the on-going program to improve the sewer infrastructure, we have been contracted by your local government to rehabilitate the existing sewer under your street. There will be no digging for this work.

Please bear with us while we repair your sewers, we apologize for any equipment noise which may be created.

Your sewer connection will be **OUT OF SERVICE** for the time listed on the date below. To reduce any inconvenience to you, we ask you to **minimize your water use** during these hours. This will stop the possibility of sewage from your premises backing up into your basement or building plumbing. Please **DO NOT** shower, bath, use dishwashers or washing machines during the hours noted below. As well, keep toilet flushing to a minimum.

**1 se note:** prior to the crews arriving on your street, we ask each resident to pour 1 gallon of water in every floor drain, laundry tub, bath tub and shower drain in your basement to fill any dried out traps which may allow fumes from our Lining process to enter your home.

Your help in temporarily keeping your water use to a minimum for the times shown below, allows for the renewal of the sewer on your street without the inconvenience of digging.

### DATE AND TIME OF SEWER WORK

STREET: \_\_\_\_\_

DATE: \_\_\_\_\_

FROM: \_\_\_\_\_ UNTIL: \_\_\_\_\_

If any problems occur with your sewer service during this rehabilitation process, please visit one of our on-site representatives. If you have any questions after the completion of this project, please call Dan Anzovino at Liqui-Force Services 1-800-265-0863 ext. 11

**THANKS IN ADVANCE FOR YOUR CO-OPERATION**





Feb 22, 2008

City of Swartz Creek  
8083 Civic Center Dr.  
Swartz Creek, MI 48473



**Attn: Mr. Tom Svreck, Director of Public Works**  
**Re: Request for Clarification of Prices**

We submit the following response to your request for additional information regarding our prices submitted in the Request for Proposals.

It is our intention to maintain the prices listed in our proposal for work requested in either front and / or rear yard locations. We are confident that we will be able to provide the level of professionalism and workmanship you have come to expect from us for these prices.

If you have any additional questions please feel free to contact myself or Mr. John Thompson. We look forward to working with you and the City of Swartz Creek in the near future.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Lewis".

Jeff Lewis  
President

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**  
One Tower Square, Hartford, CT 06183

**Bond No.: 100007993-004**

**KNOW ALL MEN BY THESE PRESENTS, THAT WE Liqui-Force Services (USA) Inc.** as Principal, hereinafter called the Principal, and **Travelers Casualty and Surety Company of America of One Tower Square, Hartford, CT 06183**, a corporation duly organized under the laws of the State of **Connecticut**, as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Swartz Creek** as Obligee, hereinafter called the Obligee, in the sum of **Twenty-Five Thousand---XX/00 Dollars (\$25,000.00)**, for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.


**WHEREAS**, the Principal has submitted a bid for **Trenchless Sanitary Sewer Rehabilitation - Contract No. 07C0280, Tender Date January 30, 2008**

**NOW THEREFORE**, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and provide the Obligee with a contract performance bond in the form attached as Schedule "A" and a payment bond in the form attached as Schedule "B" with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

**SIGNED, SEALED AND DELIVERED** this 28th day of **January, 2008**.

**Liqui-Force Services (USA) Inc.**

Principal

  
Jeff Lewis - President Title

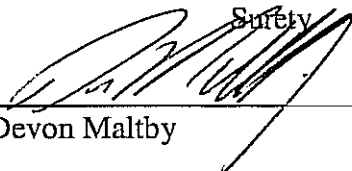
Witness

**Travelers Casualty and Surety Company of America**

(Seal)

Surety

By:

  
Devon Maltby

Witness

**Attorney-in-Fact**

Title

**PERFORMANCE  
BOND**

(Multiple Year)

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

Hartford, Connecticut 06183

Schedule "A"

Bond No.:

**KNOWN ALL ME BY THESE PRESENTS,** That we, \_\_\_\_\_, as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety, are held and firmly bound unto \_\_\_\_\_, as Obligee, in the sum of \_\_\_\_\_ Dollars (\$) for the payment whereof said Principal and Surety bind themselves firmly by these presents.

WHEREAS, Principal has, by written Agreement, dated \_\_\_\_\_, entered into a contract with Obligee, for ("Contract");

**NOW, THEREFORE,** the condition of this obligation is such that if Principal shall faithfully perform the Contract according to its terms and conditions during the effective dates of this bond, then this obligation shall be void, otherwise to remain in full force and effect. Surety's obligation hereunder shall not arise unless Principal is in default under the Contract, and has been declared by Obligee to be in default under the Contract; and Obligee has performed its obligations under the Contract. The Surety's obligation is also subject to the following conditions:

1. The effective dates of this bond shall be from \_\_\_\_\_ to \_\_\_\_\_, and Surety shall not be liable for any defaults arising before or after the effective dates of the bond. In the event that Obligee and Principal elect to extend the Contract, Surety, at its sole option, may renew the obligation by continuation certificate or rider setting forth new commencement and expiration dates, and, if applicable, increased or decreased the penal sum. Any failure of Principal to provide a bond for any such contract extension shall not be considered a breach within the effective period of this bond.

2. Surety's aggregate liability under this bond shall in no event exceed the penal sum of the bond. If the bond is renewed by Surety, it shall be considered one continuous bond and in no event shall the penal sum, or any portion thereof, at any two points be added together in determining Surety's liability. Surety shall be entitled to a dollar for dollar reduction of its liability under this Bond to the extent that Surety sustains losses related to the Contract that exceed the Contract balance paid to Surety by Obligee.

3. No suit shall be commenced under this bond after the expiration of one (1) year following the earlier of (a) the expiration date of this bond, or (b) the date that Principal ceased work under the Contract, excluding warranty work. If this bond is provided to comply with bond statutes in the location where the construction work is being performed, and the bond statutes contain a statute of limitations for suits on the performance bond, then the limitation period set forth herein shall be read out of this bond and the statute of limitation set forth in the bond statutes shall be read into this bond. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable, and said period of limitation shall be deemed to have accrued and shall commence to run no later than the earlier of (y) the expiration date of this bond, or (z) the date Principal ceased work under the Contract, excluding warranty work.

4. Notwithstanding anything in the Contract to the contrary, this does not inure to the benefit of or confer any right of action upon any person other than the named Obligee. This bond shall not be liable for any liability of Principal for tortious acts, whether or not said liability is direct or is imposed by the Contract, and shall not serve as or be a substitute for or supplemental to any liability or other insurance required under the Contract.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Principal)

By: \_\_\_\_\_

Travelers Casualty and Surety Company of America

By: \_\_\_\_\_, Attorney-in-Fact

**PAYMENT BOND**

(Multiple Year)

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

Hartford, Connecticut 06183

Bond No.:

Schedule "B"

KNOW ALL BY THESE PRESENTS, That we, , as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety, are held and firmly bound unto , as Obligee, in the sum of U.S. Dollars (\$) for the payment whereof said Principal and Surety bind themselves firmly by these presents.

WHEREAS, Principal has by written Agreement dated entered into a contract with Obligee for ("Contract").

NOW, THEREFORE, if Principal shall promptly make payment to all Claimants as hereinafter defined for all labor and material used, consumed and incorporated in the performance of the construction work under the Contract, then this obligation shall be void; otherwise to remain in full force and effect, subject, however, to the following conditions:

1. The effective dates of this bond shall be from to , and Surety shall not be liable for labor and/or materials supplied by a Claimant before or after the effective dates of the bond. Surety, at its sole option, may renew the obligation by continuation certificate or rider setting forth new commencement and expiration dates, and, if applicable, increasing or decreasing the penal sum.
2. Surety's aggregate liability under this bond shall in no event exceed the penal sum of the bond. If the bond is renewed by Surety, it shall be considered one continuous bond and in no event shall the penal sum, or any portion thereof, at any two points be added together in determining Surety's liability.
3. A Claimant is defined as one other than Obligee having both: (a) a contract with Principal or with a direct subcontractor of Principal to supply labor and/or materials and said labor and/or materials are actually used, consumed or incorporated in the performance of the construction work under the Contract; and (b) an enforceable lien against the property improved under the Contract for labor and/or materials used, consumed or incorporated in the performance of the construction work under the Contract.
4. Principal and Surety hereby jointly and severally agree with Obligee that every Claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the later of: (a) the date on which the last of such Claimant's work or labor was done or performed or materials were furnished by such Claimant, or (b) the date Claimant filed an enforceable lien, may bring suit on this bond, prosecute the suit to final judgment for the amount due under Claimant's contract for the labor and/or materials supplied by Claimant which were used, consumed or incorporated in the performance of the construction work, and have execution thereon. Obligee shall not be liable for the payment of any costs or expenses of any such suit.
5. No suit or action shall be commenced hereunder by any Claimant:
  - a. After the expiration of one (1) year following the earlier of (a) the expiration date of this bond, or (b) the day on which Claimant last supplied the labor and/or materials for which the claim is made. If this limitation is void or prohibited by law, then the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable, and said period of limitation shall be deemed to have accrued and shall commence to run on the day Claimant last supplied the labor and/or materials for which the claim is made; and
  - b. Other than in a state court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder. Surety's liability hereunder is limited, singly, or in the aggregate, to the penal sum of the bond set forth herein.





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219183

Certificate No. 002099900

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

George Petropoulos, Rob Burns, Linda Mountford, Dorinda Torrance, Kevin Irvine, David Hodgson, Leandro Gomez, Howard Friedman, Denise Fraser, Devon Maltby, Barry Normet, Linda Archibald, Nancy Fraser, and Sheila Spotton

of the City of Toronto, Ontario, State of Canada, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of October, 2007.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

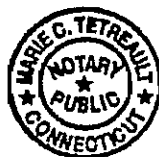


State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 4th day of October, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

# **The Swartz Creek Area Fire Department**



## **2009 Budget**

**September 15, 2008**



**SWARTZ CREEK AREA FIRE DEPT: 2009 PROPOSED BUDGET**

| ACCT # |   | 06 ACTUAL           | 07 BUDGET           | 07 ACTUAL           | 08 BUDGET           | 09 BUDGET           | DEFINITION   |
|--------|---|---------------------|---------------------|---------------------|---------------------|---------------------|--|
|        | <b>REVENUES:</b>                          |                     |                     |                     |                     |                     |  |
| 3582   | Contributions-Operating                   | \$242,452.78        | \$244,513.00        | \$258,087.06        | \$252,350.00        | \$257,800.00        | Estimated Operating Contributions                            |
| 3583   | Contributions-Equipment                   | \$42,625.00         | \$37,659.00         | \$37,659.00         | \$45,350.00         | \$199,397.00        | Estimated Equipment Contributions                            |
| 3628   | Misc. Income (Sundry)                     | \$22.00             | \$0.00              | \$32.00             | \$0.00              | \$0.00              | Miscellaneous Income   |
| 3664   | Interest Income                           | \$2,184.08          | \$300.00            | \$1,230.13          | \$300.00            | \$300.00            | Interest from Deposits                                       |
| 3673   | Sale of Fixed Assests                     | \$575.00            | \$0.00              | \$0.00              | \$0.00              | \$0.00              | Sale of Miscellaneous Used Items                             |
|        | <b>TOTAL REVENUES</b>                     | <b>\$287,858.86</b> | <b>\$282,472.00</b> | <b>\$297,008.19</b> | <b>\$298,000.00</b> | <b>\$457,497.00</b> |  |
|        | <b>EXPENSES</b>                           |                     |                     |                     |                     |                     |  |
| 4703   | Social Security                           | \$10,765.59         | \$11,543.00         | \$13,397.42         | \$12,000.00         | \$12,000.00         | Social Security - .0145%, FICA - .062%                       |
| 4704   | Salaries - Staff                          | \$40,631.41         | \$44,000.00         | \$40,760.95         | \$45,000.00         | \$45,750.00         | Chief, Acct.   |
| 4705   | Salaries - Maintenance                    | \$13,492.47         | \$13,900.00         | \$14,116.41         | \$14,100.00         | \$15,000.00         | Maint., Qtr. Master Train. FF Labor, pump testing            |
| 4706   | Salaries - Officers                       | \$14,520.00         | \$14,520.00         | \$14,520.00         | \$15,000.00         | \$17,000.00         | 1 Asst. Chief, 1 Batt. Chief, 2 Capt., 5 Lieut.              |
| 4707   | Salaries - Firefighters                   | \$72,725.17         | \$70,000.00         | \$83,748.56         | \$74,000.00         | \$74,000.00         | Est. Fire Run Payment for Firefighters                       |
| 4708   | Deferred/Direct Response Comp.            | \$3,060.00          | \$3,450.00          | \$3,119.00          | \$3,450.00          | \$5,900.00          | Deferred Comp. Employer Paid/Direct Response Comp.           |
| 4709   | Medical - Firefighters                    | \$5,636.50          | \$6,650.00          | \$4,464.75          | \$6,650.00          | \$6,700.00          | Physicals, Hept. - B Shots                                   |
| 4727   | Office Supplies                           | \$1,633.04          | \$2,900.00          | \$2,832.15          | \$2,900.00          | \$2,900.00          | Clerical Supplies,Postage,Shipping                           |
| 4728   | Building Supplies/Maint                   | \$899.95            | \$900.00            | \$687.59            | \$900.00            | \$900.00            | Utility Paper, Cleaning Supplies, Light Bulbs, Keys          |
| 4741   | Equip/Oper. supplies                      | \$8,501.48          | \$9,500.00          | \$8,738.62          | \$9,500.00          | \$8,650.00          | Small tool, Batteries, Fuel, Filters etc...                  |
| 4801   | Contract Services                         | \$6,627.81          | \$7,900.00          | \$7,032.70          | \$8,000.00          | \$7,700.00          | Audit,Legal,Cleaning,Advertising,Copier Maint. Agree.,Photos |
| 4850   | Communications                            | \$3,490.33          | \$4,250.00          | \$3,601.78          | \$4,650.00          | \$4,200.00          | Telephone/Internet Service                                   |
| 4910   | Insurance                                 | \$28,422.35         | \$27,700.00         | \$27,025.00         | \$29,900.00         | \$29,900.00         | Fleet, Liability, Workers' Comp., F.F. Ins.                  |
| 4920   | Utilities                                 | \$13,206.57         | \$14,000.00         | \$14,645.22         | \$16,000.00         | \$17,000.00         | Gas/Electric, Water/Sewer                                    |
| 4960   | Education & Training                      | \$9,960.58          | \$10,600.00         | \$6,459.23          | \$10,600.00         | \$10,500.00         | Dues, Classes/Materials, Prevention Materials,Subscriptions  |
| 4970   | Office Equipment                          | \$318.34            | \$239.00            | (\$14.26)           | \$240.00            | \$240.00            | Office Equipment   |
| 4976   | Fire Equipment                            | \$15,159.87         | \$17,850.00         | \$17,408.16         | \$15,660.00         | \$23,500.00         | Gear,Suppression Equip.Pagers,Radios                         |
| 4978   | Fire Equip-Maint./Repair                  | \$18,262.25         | \$17,900.00         | \$20,897.65         | \$17,725.00         | \$18,700.00         | Maint. Agree., Repair of Fire Equipment                      |
| 4979   | Fire Equip-Upgrades                       | \$9,684.85          | \$0.00              | \$946.56            | \$10,275.00         | \$1,750.00          | Upgrades of existing Fire Equipment                          |
| 4984   | Computer Hardware/Repair                  | \$1,316.59          | \$900.00            | \$859.90            | \$900.00            | \$900.00            | Computer Hardware & Hardware Repair                          |
| 4988   | Computer Software/Upgrade                 | \$559.82            | \$770.00            | \$574.76            | \$550.00            | \$750.00            | Computer Software, Software Upgrades, Train. Matls.          |
|        | <b>Sub-total Expenses</b>                 | <b>278,874.97</b>   | <b>282,472.00</b>   | <b>285,822.15</b>   | <b>298,000.00</b>   | <b>303,940.00</b>   | <b>1.95% increase over 2008 budget</b>                       |
| 4981   | Apparatus                                 | \$0.00              |                     |                     |                     |                     | Truck Purchases  |
| 4982   | Loose Equip-New Apparatus                 | \$0.00              |                     |                     |                     |                     | Loose Equip for New Apparatus Only                           |
| 4983   | SCBA Replacement                          | \$0.00              |                     |                     |                     | \$153,557.00        | SCBA Replacement   |
|        | <b>Total Expenses</b>                     | <b>278,874.97</b>   | <b>282,472.00</b>   | <b>285,822.15</b>   | <b>298,000.00</b>   | <b>457,497.00</b>   |  |
|        | <b>Net Income (Loss)</b>                  | <b>\$8,983.89</b>   | <b>\$0.00</b>       | <b>\$11,186.04</b>  | <b>\$0.00</b>       | <b>\$0.00</b>       |  |
|        | <b>Fund balance beginning of the year</b> | <b>\$0.00</b>       | <b>\$0.00</b>       | <b>\$0.01</b>       | <b>\$0.00</b>       | <b>\$0.00</b>       |  |
|        | <b>Fund balance end of the year</b>       | <b>\$8,983.89</b>   | <b>\$0.00</b>       | <b>\$11,186.05</b>  | <b>\$0.00</b>       | <b>\$0.00</b>       |  |



2009 PROPOSED BUDGET

**2009 BUDGET BREAKDOWN:**

**Acct# 703 Social Security \$12,000.00 (No Change)**

|                       |                      |                    |
|-----------------------|----------------------|--------------------|
| 2006 Actual           | \$10,765.59          |                    |
| 2007 Actual           | \$13,397.42          |                    |
| 2008 Budget           | \$12,000.00          |                    |
| Chief Salary          |                      | \$30,082.00        |
| Acct. Wage            |                      | \$15,642.72        |
| Officers              |                      | \$15,000.00        |
| Main/Train            |                      | \$14,100.00        |
| Firefighters          |                      | \$74,000.00        |
| Unemployment Payments |                      | \$960.00           |
| TOTAL                 | \$149,784.72 @ .0765 | <u>\$11,458.53</u> |

**Acct# 704 Staff: Chief & Acct/Clerical Specialist Wages \$45,750.00 (+750.00)**

|              |                                       |                    |
|--------------|---------------------------------------|--------------------|
| 2006 Actual  | \$40,631.41                           |                    |
| 2007 Actual  | \$40,760.95                           |                    |
| 2008 Budget  | \$45,000.00                           |                    |
| Chief Salary | \$23.14 x 25hrs x 52 wks (no change)  | \$30,082.00        |
| Acct. Wage   | \$12.78 x 24hrs x 51wks (3% increase) | \$15,642.72        |
| TOTAL        |                                       | <u>\$45,724.72</u> |

**Acct# 705 Maintenance & Training Wages \$15,000.00 (+900.00)**

|                                    |             |                    |
|------------------------------------|-------------|--------------------|
| 2006 Actual                        | \$13,492.47 |                    |
| 2007 Actual                        | \$14,116.41 |                    |
| 2008 Budget                        | \$14,100.00 |                    |
| Truck Maintenance Salary           |             | \$3,120.00         |
| Quarter Master Salary              |             | \$1,800.00         |
| Training Salary                    |             | \$2,460.00         |
| Instructor Make Up Training Salary |             | \$300.00           |
| Firefighter Labor:                 |             |                    |
| Fire Prevention Presentations      |             | \$1,000.00         |
| Hose Testing                       |             | \$1,700.00         |
| Hall/Apparatus Duties              |             | \$4,500.00         |
| TOTAL                              |             | <u>\$14,880.00</u> |

**Acct# 706 Officer Salary \$17,000.00 (+2,000.00)**

|                 |             |                    |
|-----------------|-------------|--------------------|
| 2006 Actual     | \$13,652.50 |                    |
| 2007 Actual     | \$14,520.00 |                    |
| 2008 Budget     | \$15,000.00 |                    |
| Asst. Chief (1) |             | \$2,520.00         |
| Batt. Chief (1) |             | \$2,160.00         |
| Captain (2)     |             | \$3,840.00         |
| Lieutenant (5)  |             | \$8,100.00         |
| TOTAL           |             | <u>\$16,620.00</u> |

2009 PROPOSED BUDGET

**Acct# 707 Firefighter Wages**

**\$74,000.00 (No Change)**

|                       |   |    |       |
|-----------------------|---|----|-------|
| 2006 Actual           | \$72,725.17                               |    |       |
| 2007 Actual           | \$83,748.56                               |    |       |
| 2008 Budget           | \$74,000.00                               |    |       |
| <b>FIREFIGHTER</b>    |   |    | +2%   |
| Probation I           | \$9.31                                    | to | 9.49  |
| Probation II          | \$9.93                                    | to | 10.12 |
| FFI                   | \$10.53                                   | to | 10.74 |
| FFII                  | \$11.52                                   | to | 11.75 |
| Officer I             | \$12.46                                   | to | 12.7  |
| Officer II            | \$13.20                                   | to | 13.46 |
| Officer III           | \$13.57                                   | to | 13.84 |
| Sergeant              | \$1.00/hour above normal rate-2 positions |    |       |
| Tenure                | +.30 for 3yrs; 5yrs & 5 year increments   |    |       |
| <b>RADIO OPERATOR</b> |   |    |       |
| Probation             | \$9.31                                    | to | 9.49  |
| After 1 year          | \$9.99                                    | to | 10.18 |

**Acct# 708 Deferred/Direct Response Compensation**

**\$5,900.00 (+2,450.00)**

|   |            |                          |
|---|------------|--------------------------|
| 2006 Actual   | \$3,060.00 |                          |
| 2007 Actual   | \$3,119.00 |                          |
| 2008 Budget   | \$3,450.00 |                          |
| Firefighters: flat rate, \$50 per yr X 26 FF  |            | \$1,300.00               |
| Firefighters: \$1.50 per run x 26 FF X90 runs (includes alarms & training hrs)          |            | \$3,510.00               |
| Direct Response: \$4.00 per run X 250 runs (to offset fuel costs for direct responders) |            | \$1,000.00               |
| <b>TOTAL</b>  |            | <u><u>\$5,810.00</u></u> |

**Acct# 709 Medical Expense**

**\$6,700.00 (+50.00)**

|                                      |            |                          |
|--------------------------------------|------------|--------------------------|
| 2006 Actual                          | \$5,636.50 |                          |
| 2007 Actual                          | \$4,464.75 |                          |
| 2008 Budget                          | \$6,650.00 |                          |
| Physical 45 FF @ \$140               |            | \$6,300.00               |
| New hire Hept B injections 2 @ \$125 |            | \$250.00                 |
| Safety Lenses 2 @ \$50               |            | \$100.00                 |
| <b>TOTAL</b>                         |            | <u><u>\$6,650.00</u></u> |

**Acct# 727 Office Supplies**

**\$2,900.00 (No Change)**

|   |            |                          |
|---|------------|--------------------------|
| 2006 Actual                               | \$1,633.04 |                          |
| 2007 Actual                               | \$2,856.22 |                          |
| 2008 Budget                               | \$2,900.00 |                          |
| Supplies (forms, envelopes, pens, etc...) |            | \$1,100.00               |
| Postage (stamps, special mailings)        |            | \$500.00                 |
| Shipping                                  |            | \$1,300.00               |
| <b>TOTAL</b>                              |            | <u><u>\$2,900.00</u></u> |

2009 PROPOSED BUDGET

**Acct# 728 Building Supplies** **\$900.00 (No Change)**

---

|                   |          |          |
|-------------------|----------|----------|
| 2006 Actual       | \$899.95 |          |
| 2007 Actual       | \$687.59 |          |
| 2008 Budget       | \$900.00 |          |
|                   |          |          |
| Paper Products    |          | \$350.00 |
| Cleaning Products |          | \$250.00 |
| Light Bulbs       |          | \$100.00 |
| Keys              |          | \$20.00  |
| Repairs/Updates   |          | \$180.00 |
| TOTAL             |          | \$900.00 |

**Acct# 741 Equipment Supplies** **\$8,650.00 (-850.00)**

---

|                |            |            |
|----------------|------------|------------|
| 2006 Actual    | \$8,501.48 |            |
| 2007 Actual    | \$8,738.62 |            |
| 2008 Budget    | \$9,500.00 |            |
|                |            |            |
| Fuel           |            | \$4,500.00 |
| Filters        |            | \$500.00   |
| Oil            |            | \$350.00   |
| Small Tools    |            | \$600.00   |
| Misc. Supplies |            | \$2,700.00 |
| TOTAL          |            | \$8,650.00 |

**Acct# 801 Contract Services** **\$7,700.00 (-300.00)**

---

|                              |            |            |
|------------------------------|------------|------------|
| 2006 Actual                  | \$6,627.81 |            |
| 2007 Actual                  | \$7,032.70 |            |
| 2008 Budget                  | \$8,000.00 |            |
|                              |            |            |
| Emergency Excavating/Towing  |            | \$500.00   |
| Auditing Service             |            | \$2,600.00 |
| Maintenance Agreement-Copier |            | \$1,850.00 |
| Office Cleaning (Sta 1)      |            | \$600.00   |
| Legal Service                |            | \$2,000.00 |
| Personnel Photos             |            | \$110.00   |
| TOTAL                        |            | \$7,660.00 |

**Acct# 850 Communications** **\$4,200.00 (-450.00)**

---

|  |            |            |
|--|------------|------------|
| 2006 Actual                              | \$3,490.33 |            |
| 2007 Actual                              | \$3,601.78 |            |
| 2008 Budget                              | \$4,650.00 |            |
|  |            |            |
| Web Site Domain Name (next due 01/01/10) |            | \$0.00     |
| Cell Phone                               |            | \$120.00   |
| Chief's Pager                            |            | \$72.00    |
| maint. Officer's Pager                   |            | \$72.00    |
| Phones/Internet Access                   |            | \$3,930.00 |
| TOTAL                                    |            | \$4,194.00 |



## 2009 PROPOSED BUDGET

**Acct# 910 Insurance** **\$29,900.00 (No Change)**

|                                 |             |                    |
|---------------------------------|-------------|--------------------|
| 2006 Actual                     | \$28,422.35 |                    |
| 2007 Actual                     | \$26,914.00 |                    |
| 2008 Budget                     | \$29,900.00 |                    |
| Michigan Par Plan               |             | \$19,000.00        |
| Worker's Compensation           |             | \$9,000.00         |
| Volunteer Firefighter Insurance |             | \$1,900.00         |
| TOTAL                           |             | <u>\$29,900.00</u> |

**Acct# 920 Utilities** **\$17,000.00 (+1,000.00)**

|              |             |                    |
|--------------|-------------|--------------------|
| 2006 Actual  | \$13,206.57 |                    |
| 2007 Actual  | \$14,645.22 |                    |
| 2008 Budget  | \$16,000.00 |                    |
| Water/Sewer  |             | \$1,000.00         |
| Gas/Electric |             | \$16,000.00        |
| TOTAL        |             | <u>\$17,000.00</u> |

**Acct# 960 Education & Training** **\$10,500.00 (-100.00)**

|   |             |                    |
|---|-------------|--------------------|
| 2006 Actual   | \$9,960.58  |                    |
| 2007 Actual   | \$6,459.23  |                    |
| 2008 Budget   | \$10,600.00 |                    |
| FIREFIGHTER TRAINING  |             |                    |
| FF ACADEMY 9 new ff (from \$475 to \$650 per student)       |             | \$5,850.00         |
| ADVANCED TRAINING   |             |                    |
| Officer Classes \$350 ea x 1                                |             | \$350.00           |
| CERTIFICATIONS  |             |                    |
| CPR   |             | \$50.00            |
| MEMBERSHIPS   |             |                    |
| Michigan Fire Chiefs  |             | \$80.00            |
| Genesee Co. Fire Chiefs \$60 ea x 2 + \$135 dept            |             | \$245.00           |
| Shiawassee Co. Firefighters                                 |             | \$75.00            |
| Mi State Fireman's Assoc \$30 ea x 45 + \$75 dept           |             | \$1,425.00         |
| Mi Fire Service Instruct. Assoc                             |             | \$60.00            |
| Interntl Assoc Of Arson Invest. \$30/3 yrs due 2011         |             | \$0.00             |
| Fire Dept Safety Officers Assoc                             |             | \$85.00            |
| JOURNALS  |             |                    |
| Fire Engineering (9)  |             | \$180.00           |
| NFPA Fire Code Subscription Annual Updates                  |             | \$795.00           |
| Smart Computing   |             | \$29.00            |
| FIRE PREVENTION   |             |                    |
| Misc. Materials/handouts/DVDs to replace worn out VHS tapes |             | \$1,000.00         |
| TOTAL   |             | <u>\$10,224.00</u> |

**Acct# 970 Office Equipment** **\$240.00 (No Change)**

|  |           |                 |
|--|-----------|-----------------|
| 2006 Actual                            | \$318.34  |                 |
| 2007 Actual                            | (\$14.26) |                 |
| 2008 Budget                            | \$240.00  |                 |
| Potential Replacement of Damaged Items |           | \$240.00        |
| TOTAL                                  |           | <u>\$240.00</u> |

## 2009 PROPOSED BUDGET

**Acct# 976 Fire Equipment** **\$23,500.00 (+7,840.00)**

|                                 |             |                    |
|---------------------------------|-------------|--------------------|
| 2006 Actual                     | \$15,159.87 |                    |
| 2007 Actual                     | \$17,408.16 |                    |
| 2008 Budget                     | \$15,660.00 |                    |
| Securitex Turn Out Gear (10)    |             | \$15,000.00        |
| Misc. Personal Safety Equipment |             | \$3,000.00         |
| Dress Uniforms                  |             | \$3,000.00         |
| Minitor V Pagers (5)            |             | \$2,250.00         |
| 10 yr Anniversary Helmet (1)    |             | \$200.00           |
| TOTAL                           |             | <u>\$23,450.00</u> |

**Acct# 978 Fire Equipment-Maint/Repair** **\$18,700.00 (+975.00)**

|                               |             |                    |
|-------------------------------|-------------|--------------------|
| 2006 Actual                   | \$18,262.25 |                    |
| 2007 Actual                   | \$20,897.65 |                    |
| 2008 Budget                   | \$17,725.00 |                    |
| Truck Repair                  |             | \$5,000.00         |
| Jaws Pump Maint               |             | \$1,350.00         |
| Air Compressor M/A            |             | \$1,000.00         |
| Turn-Out Gear Repair/Cleaning |             | \$3,000.00         |
| Ladder Certification          |             | \$700.00           |
| Annual Pump Test/Maint        |             | \$2,000.00         |
| Pager/Radio Repair            |             | \$2,500.00         |
| SCBA Repair                   |             | \$700.00           |
| First Aid Kit (restock)       |             | \$400.00           |
| Fire Extinguishers Maint      |             | \$300.00           |
| Misc. Equipment Repair        |             | \$1,000.00         |
| Posi Check Maint              |             | \$600.00           |
| SCBA Air Bottle Testing       |             | \$150.00           |
| TOTAL                         |             | <u>\$18,700.00</u> |

**Acct# 979 Fire Equipment-Upgrades** **\$1,750.00 (-8,525.00)**

|  |             |                   |
|--|-------------|-------------------|
| 2006 Actual                              | \$9,684.85  |                   |
| 2007 Actual                              | \$946.56    |                   |
| 2008 Budget                              | \$10,275.00 |                   |
| Face Masks (5 in addition to FEMA grant) |             | \$1,750.00        |
| TOTAL                                    |             | <u>\$1,750.00</u> |

**Acct# 981 Apparatus Purchase** **\$0.00****Acct# 982 Loose Equipment-New Apparatus** **\$0.00****Acct# 983 SCBA** **\$153,557.00 (+15,3557.00)**

|  |  |                     |
|--|--|---------------------|
| SCBA Replacment                                |  | \$130,000.00        |
| Spare Bottle Replacement                       |  | \$8,500.00          |
| Quantitative Fit Testing Equipment             |  | \$8,500.00          |
| Total matching funds if FEMA grant is approved |  | \$6,557.00          |
| TOTAL  |  | <u>\$153,557.00</u> |

2009 PROPOSED BUDGET

**Acct# 984 Computer Hardware/Repairs** **\$900.00 (No Change)**

---

|                           |            |          |
|---------------------------|------------|----------|
| 2006 Actual               | \$1,316.59 |          |
| 2007 Actual               | \$859.90   |          |
| 2008 Budget               | \$900.00   |          |
| Computer/Monitor upgrades |            | \$600.00 |
| Potential Repairs         |            | \$300.00 |
| TOTAL                     |            | \$900.00 |

**Acct# 988 Computer Software/Upgrades** **\$750.00 (+200.00)**

---

|  |          |          |
|--|----------|----------|
| 2006 Actual                                      | \$559.82 |          |
| 2007 Actual                                      | \$574.76 |          |
| 2008 Budget                                      | \$550.00 |          |
| Fire Tools Upgrade                               |          | \$300.00 |
| Peachtree Upgrade                                |          | \$0.00   |
| Peachtree Tax Service (must have to run payroll) |          | \$250.00 |
| Miscellaneous Software Needs                     |          | \$200.00 |
| TOTAL  |          | \$750.00 |

**Acct# 999 Reserve** **\$0.00**

---



## Swartz Creek Area Fire Department 2009 Budget Explanation List:

~September 15, 2008~

### 4976 Fire Equipment:

| #  | Cost   | Description  |
|----|--------|--|
| 10 | 15,000 | Sets of Securitex turn out gear (This is a continuation of replacement & provisions for new personnel if sizes in our current back up inventory do not fit. In addition, NFPA 1851 recommends removal from service fire gear that is 10 years old. Attached is an email and support documents from Captain Tabit.) |
| 1  | 3,000  | Continue amount (started in 2002) that will cover replacement or purchase (due to size needs) of boots, helmets, gloves, hoods, facemasks & etc. as needed throughout the year.  |
|    | 3,000  | Dress uniform needs. Each firefighter that comes off probation should receive a complete dress uniform, to properly represent the SCAFD. With the increase in personnel and the age of some currently issued uniforms, an increase from last year is warranted.  |
| 5  | 2,250  | Minitor V dispatch pagers (An analysis of the current inventory leads us to start replacing all the Minitor III models due to increase repair and parts availability issues.)  |
| 1  | 200    | Anniversary helmets (Those that reach their 10 <sup>th</sup> Anniversary are presented with a traditional helmet)  |

**Total Fire Equipment = \$23,450.00**

### 4978 Fire Equip.-Maintenance/Repair

|   |       |   |
|---|-------|---|
|   | 5,000 | Unclassified truck repair labor   |
| 1 | 1,350 | Jaws Pump Annual Maintenance program (Amkus recommends that the units have the oil changed & tools be inspected/repared annually for optimum usability. Due to liability, it is recommended that a qualified factory company inspect & maintain our rescue tools.)  |
| 1 | 1,000 | Breathing Air Compressor Maintenance (an ongoing MiOSHA requirement to insure the air that the SCBA bottles are filled with is not contaminated)  |
| 1 | 3,000 | Turn out gear repair and cleaning (When cost effective, gear that has been damaged beyond local means to repair or clean, can be returned to usable condition. Each garment is analyzed to determine the cost effectiveness of repair, of which this cost would be taken from this fund.)   |
| 1 | 700   | Ladder Certification (An annual cost associated with the MiOSHA & NFPA requirement)   |
| 1 | 2,000 | Annual Engine Pump testing (An annual cost associated with NFPA requirements). Beginning in 2008, pump maintenance was reduced to once a year, based on the number of incidents for the SCAFD per year. Unless alarms should increase, this will be the standard for future. Included with the annual maintenance, each applicable pump will be re-certified. |
|   | 2,500 | Pager/radio repair (To try and hold down repair costs, new pagers are once again being proposed, as electronic equipment only lasts so long. With increase age, comes an increase in repeat repairs. In addition, the more people on the roster, the greater the amount of repairs that may be  |



|       |   |
|-------|---|
|       | needed.)  |
| 700   | SCBA repair (Parts associated with the frame, bottles & face masks. As our SCBA age, they will cost more.)  |
| 400   | First Aid Kit (Restock of used items & replacement of expired.)   |
| 300   | Department fire extinguisher maintenance (yearly inspections are required)  |
| 1,000 | Misc. Equipment Repairs (hand tools, power equipment & etc)   |
| 500   | Fit Test Maintenance (parts and machine certification associated with MiOSHA requirements)  |
| 150   | Hydrostatic SCBA bottle testing (Hydro tested ever 3 years for SCBA bottles is a mandatory MiOSHA requirement, in previous years not listed separately. Not all bottles are tested each year. The year of testing is determined by the date they were purchased new.) |

**Total Maintenance/Repair = \$18,600.00**

**4979 Fire Equipment - Upgrades**

| # | Cost  | Description   |
|---|-------|---|
| 5 | 1,750 | ISI face masks (Additional face masks above what the FEMA grant was written for to accommodate the extra personnel recently hired OR extras available for damaged or malfunctioning units.) |

**Total Upgrades = \$1,750.00**

**4984 Computer Hardware (Repairs/Upgrades):**

| Cost | Description  |
|------|--|
| 600  | Computer Upgrades (Amount to cover aging monitors, CPU's and misc. hardware)                               |
| 300  | Repairs and/or replacement of miscellaneous items such as monitors, mice, keyboards, hard drives, and etc. |

**Total Computer Hardware (Repairs/Upgrades) = \$900.00**

**4988 Computer Software (New/Upgrades):**

| Cost | Description   |
|------|---|
| 300  | FireTools user fee. (FireTools has charged the SCAFD this amount yearly. It includes all upgrades associated with the program.) |
| 250  | Peach Tree Tax Service (required to run payroll)  |
| 200  | Miscellaneous unforeseen software upgrades and/or purchases.  |

**Total Computer Software (New/Upgrades) = \$750.00**

**4983 Additional Funding (outside normal operating budget)**

|         |  |
|---------|--|
| 130,000 | Estimate amount for SCBA replacement plus additional face masks to accommodate for the additional personnel hired if the FEMA grant is denied. |
| 8,500   | Quantitative fit testing equipment   |
| 8,500   | Cost to replace 16 spare SCBA bottles if the FEMA grant is denied and funding for new SCBA is not proved.                                      |
| 6,557   | Total matching funds if FEMA grant is approved.  |



**DATE:** September 15, 2008

**TO:** Jason Christie, Mayor Protem/Fire Board Representative  
Paul Bueche, City Manager  
City of Swartz Creek Council

**FROM:** Fire Chief Brent Cole

**SUBJECT:** City Station Considerations – 2009 Budget  
(1) Previous considerations that have not been addressed or have not received a reply of consideration.

I. Safety

1. Maintain vigilant compliance with MiOSHA regulations.
2. Garage door remote controls. This is both a safety and energy conservation issue. (1) During 2004, I thought they were going to be installed. Since then I've recommended the upgrade every year without response. The remote controls will help prevent slips or falls (by an individual proceeding to the apparatus after shutting the door) and/or assure the ability to shut the door without waiting for a person to do so (which will cut down on response times).

II. Issues to insure current/future safety for the community

1. Bi-yearly hydrant flush and pump maintenance, and annual flow testing. (1) REASON: Due to a continued difficulty in opening the large steamer taps at hydrant locations, it is imperative that each cap on each hydrant be completely loosened to insure reliability. ISO credit was reduced due to this not being done. Currently, they are only flushed once a year.
2. Enact a multi-residential and commercial sprinkler/smoke detector ordinance for all future development. (1) REASON: The cost of such is now affordable due to recent technology advancements. Insurance premiums and life safety issues will be reduced for the owner. In the event of fire, this will save lives and property damage.
3. Enact a Knox Box ordinance for all future commercial development. (1) REASON: This will allow for fast access to the business after hours without causing damage due to forcible entry. The cost of a Knox Box is born by the owner.
4. Install "No Parking" signs on the garage doors on the east side of the fire station. (1) REASON: Citizens have parked in front of and/or adjacent to the apparatus doors. With the creation of the Veteran's Memorial, the possibility increases.
5. Cost recovery for future apparatus purchases. Rehmann Robson under section IV, paragraph 9, indicated a need for adoption of cost recovery ordinances. It was also

recommended the fees collected should be earmarked for said purchases. The SCAFD is prepared to start collecting cost recovery fees for placement in a separate fund designated in the name of the City of Swartz Creek, once said ordinances are enacted and authorization is given to the SCAFD for collection.

6. Each year the SCAFD returns unused funds to each municipality from the previous fiscal year's operating budget. I recommend those funds be retained by the SCAFD and ear marked for apparatus replacement.
7. The recommendation of Rehmann Robson indicates the need to establish an annual apparatus funding for the SCAFD. I recommend a specific fire apparatus and fire equipment funding proposal be considered to attain the recommendation.

### III. Other important considerations

1. Replace heating system in bay area with radiant system. **(1)** REASON: Radiant system is more efficient than forced air, thus reducing utility costs. The furnace allocated to heating the eastern area of the apparatus bay does not work because the pilot light blows out when the door is opened, meaning only one furnace heats the whole area.
2. Continue replacement of the apparatus bay lighting. **(1)**
3. Clean or replace office area carpeting. **(1)** REASON: It's original carpet from when the building was built in the late 1980's, and it is worn and stained.
4. Repaint the garage doors facing Fortino Dr. REASON: With the replacement of panels on one of the doors, they are different colors. **(1)**

Thank you for your consideration. If you should have any questions, please do not hesitate to contact me.

E:\Cole\Fireboard\Budget\09 City Budget Considerations .wpd

CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN

STREET CLOSURE APPLICATION

DATE OF REQUEST: 9/23 2008

SPONSOR ORGANIZATION SWARTZ CREEK AREA FIREFIGHTERS

AUTHORIZED REPRESENTATIVE: BRENT COLE

WORK ADDRESS: 8100-B CIVIL DR. HOME ADDRESS: \_\_\_\_\_

PHONE NO: WORK (810) 635-2300 HOME: ( ) CELL: ( )

TYPE OF EVENT:  PARADE\* (DRAW ROUTE ON ATTACHED MAP)

CARNIVAL  CRAFT SHOW

STREET DANCE  CONCERT

OTHER: \_\_\_\_\_

DATE OF EVENT: 12/6/08 TIME OF EVENT: FROM: 6 AM  PM  
TO: 7 AM  PM

ESTIMATED NUMBER OF PARTICIPANTS: 30

ROADS REQUESTED TO BE CLOSED: \*\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The applicant agrees, as a condition of the granting of this permit, to hold the City of Swartz Creek, its officers, employees, and agents harmless from any liability from any injuries caused to persons or property in connection with this event. To that end, the applicant shall provide the City with evidence of insurance for such liability in an amount determined adequate by the City Attorney, but in no case less than \$1,000,000/2,000,000 aggregate and the City of Swartz Creek shall be named as an insured party on said policy. The policy shall also contain a provision providing the City with ten (10) days written notice of cancellation.

For: SWARTZ CREEK AREA FIREFIGHTERS (Organization) By: BRENT COLE SECRETARY (Authorized Representative)

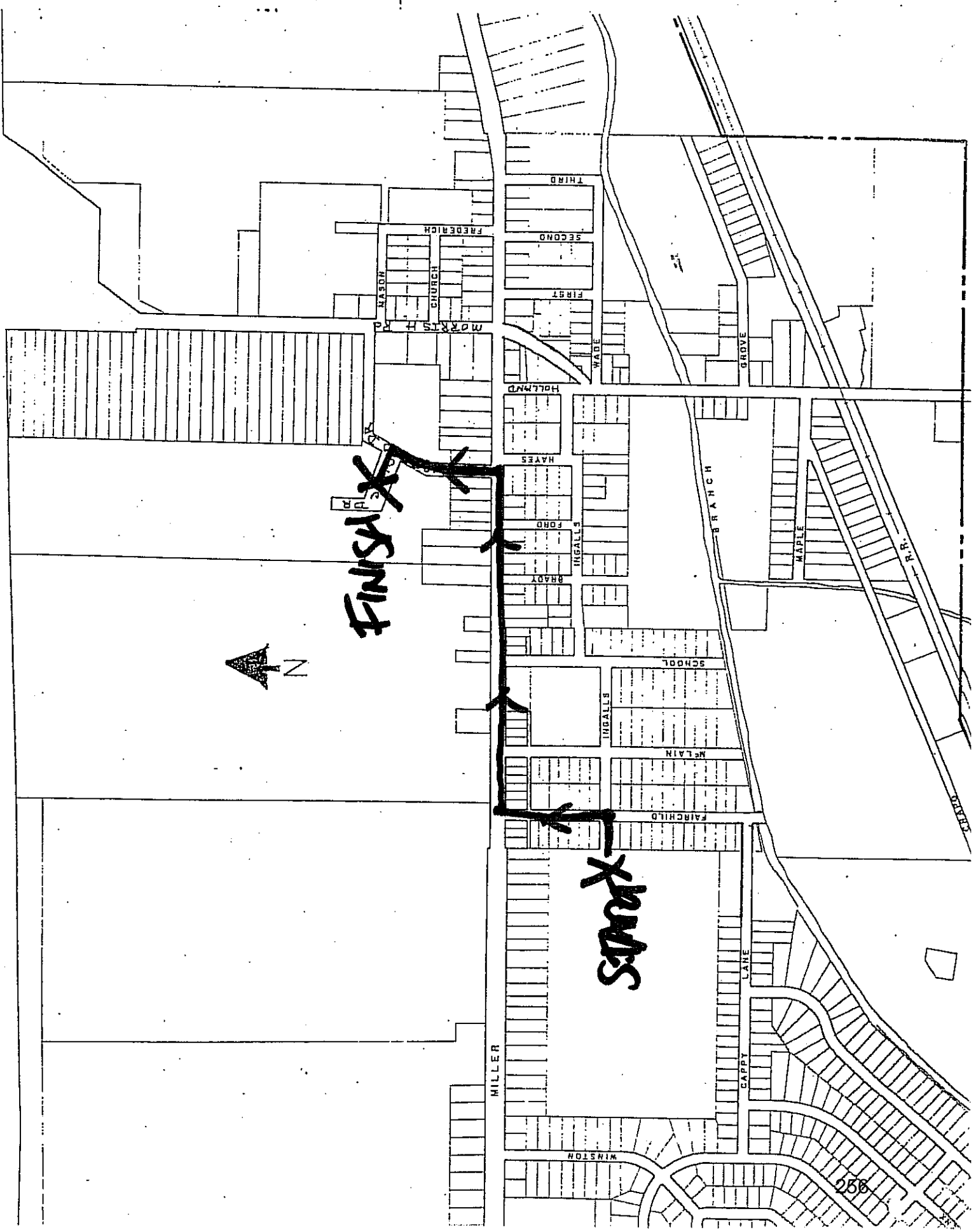
APPROVED BY: [Signature] (Chief of Police) **APPROVED**  
9-24-08 Chief Rick Clolinger  
City of Swartz Creek

\* The throwing of any item(s) from any vehicle during the course of a parade is strictly prohibited and violations may result in criminal prosecution and/or the denial of future permit applications.

\*\*The Chief of Police reserves the right to determine the length of time that any street(s) remain(s) closed to traffic.

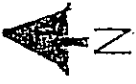
**THIS REQUEST AND ALL REQUIRED ASSOCIATED DOCUMENTS MUST BE SUBMITTED TO THE OFFICE OF THE CHIEF OF POLICE NO LATER THAN 30 DAYS PRIOR TO EVENT DATE**





FINISH

START



958

## CITY OF SWARTZ CREEK PARADE REGULATIONS

The approval of a street closure request and/or a "parade permit" is based on the assumption that the event coordinator(s) fully understand and accept the following regulations regarding the event:

1. The throwing of any object(s) from any vehicle during the course of the parade is prohibited by ordinance. Violations of this ordinance could result in prosecution and/or the denial of future permit requests.
2. The closing of major thoroughfares entails the rerouting of thousands of motorists and the interruption of commerce. It is imperative that parades begin and end on time so as not to unnecessarily disrupt the usual course of traffic and business.
3. Parade organizers must provide a means of direct communication between the event coordinator and the Chief of Police (or his designate) during the course of the parade in order to address any dangerous conditions that may develop during the course of the event.
4. The practice of parade participants jumping onto or off of moving vehicles in the parade is prohibited.
5. When determining the staging area for parade participants, organizers should ensure that the area is sufficient in size to accommodate all entries without creating traffic or pedestrian hazards.

It is the responsibility of the event coordinator(s) to ensure that all parade participants are made aware of the regulations that directly affect them and by signing this document hereby acknowledge that they have received a copy of these regulations and accept said responsibility.

By: Brent Cole For: Swartz Creek Area Firefighters  
(Event Coordinator or Representative) (Organization)

# CERTIFICATE OF PROTECTION

## MICHIGAN TOWNSHIP PARTICIPATING PLAN

**REGIONAL RISK MANAGER:**  
STEVENSON COMPANY

48597 Hayes Road  
Shelby Township, MI 48315  
Robert Bucko @ 586-532-9830



CERTIFICATE NUMBER: MTP-152103RW

EFFECTIVE DATE: 1-1-2008

EXPIRATION DATE: 1-1-2009

**MEMBER PARTICIPANT**

Swartz Creek Area Fire Department  
2200-B Civic Drive  
Swartz Creek, Michigan 48473

| TYPE AND LOCATION OF PROPERTY | LIMIT OF COVERAGE | DEDUCTIBLE |
|-------------------------------|-------------------|------------|
|                               |                   |            |

| TYPE OF LIABILITY COVERAGE   | LIMIT OF COVERAGE |              |
|--|-------------------|--------------|
| <input checked="" type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY<br><input checked="" type="checkbox"/> MUNICIPAL BROAD FORM CGL<br><input type="checkbox"/> WRONGFUL ACTS LIABILITY<br><input type="checkbox"/> LAW ENFORCEMENT LIABILITY<br><input type="checkbox"/> GOVERNMENTAL MEDICAL LIABILITY<br><input type="checkbox"/> EMPLOYEE BENEFITS LIABILITY<br><input type="checkbox"/> CEMETERY PROFESSIONAL LIABILITY<br><input type="checkbox"/> HIRED AND NON-OWNED AUTOMOBILE<br><input type="checkbox"/> PRIOR ACTS | OCCURENCE         | AGGREGATE    |
|  | \$ 5,000,000      | \$ 7,000,000 |
|  |                   |              |
|  | CSL               |              |
|  | YEARS:            |              |

| TYPE OF AUTO LIABILITY   | LIMIT OF COVERAGE    |              |
|--|----------------------|--------------|
| <input checked="" type="checkbox"/> LIABILITY      NON-OWNED      HIRED<br><input type="checkbox"/> COMPREHENSIVE-DEDUCTIBLE      \$<br><input type="checkbox"/> COLLISION-DEDUCTIBLE      \$<br><input type="checkbox"/> MEDICAL PAYMENTS      \$<br><input type="checkbox"/> UNINSURED MOTORISTS      \$<br><input type="checkbox"/> NON-FAULT (Specify)<br><input type="checkbox"/> OTHER (Specify) |                      |              |
|  |                      |              |
|  |                      |              |
|  | B.I. & P.D. COMBINED | \$ 5,000,000 |

**SPECIAL CONDITIONS/OTHER COVERAGES**

The certificate holder is considered an additional insured with respects to the Christmas Parade held on December 6, 2008 in the City of Swartz Creek.

Certificate holder: City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473

SIGNATURE OF RISK MANAGER    ROBERT BUCKO    DATE    9/17/08

PROGRAM ADMINISTERED BY G.B. KENRICK & ASSOCIATES INC.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SH  
SWART-4

DATE (MM/DD/YYYY)  
09/16/08

**PRODUCER**  
Blackmore-Rowe Insurance  
P. O. Box 320407  
G-6235 Corunna Road, Suite H  
Flint MI 48532  
Phone: 810-720-8244 Fax: 810-720-8238

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

**INSURED**  
  
Swartz Creek Area  
Fire Fighters Inc.  
8100-B Civic Dr.  
Swartz Creek MI 48473

| INSURERS AFFORDING COVERAGE      | NAIC # |
|----------------------------------|--------|
| INSURER A: Auto Owners Insurance | 18988  |
| INSURER B:                       |        |
| INSURER C:                       |        |
| INSURER D:                       |        |
| INSURER E:                       |        |

## COVERAGES

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

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |
|----------------|-------|--|---------------|----------------------------------|-----------------------------------|---|
| A              | X     | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 14923593      | 07/17/08                         | 07/17/09                          | EACH OCCURRENCE \$ 1000000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000<br>MED EXP (Any one person) \$ 5000<br>PERSONAL & ADV INJURY \$ 1000000<br>GENERAL AGGREGATE \$ 1000000<br>PRODUCTS - COMP/OP AGG \$ 1000000 |
|                |       | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |               |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|                |       | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$   |
|                |       | <b>EXCESS/UMBRELLA LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>DEDUCTIBLE<br>RETENTION \$  |               |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$  |
|                |       | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below   |               |                                  |                                   | WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |
|                |       | OTHER  |               |                                  |                                   |   |

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Swartz Creek is named as additional insured with respect to the above mentioned general liability.

### CERTIFICATE HOLDER

SWARTZC

CITY OF SWARTZ CREEK  
5037 FIRST STREET  
SWARTZ CREEK MI 48473

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Shelly Horkey

# City of Swartz Creek

## Department of Police

Chief RICK CLOLINGER

8100-A Civic Drive

Swartz Creek, Michigan 48473

Phone: (810)-635-4401

Fax: (810)-635-3728

**TO: Paul Bueche, City Manager**  
**FROM: Rick Clolinger, Chief of Police**  
**DATED: September 24, 2008**  
**REF: K-9 Donations**

Sir,

On September 12, 2008 this Department received a \$100.00 donation for the K-9 unit on behalf of the Linden Chapter #175 Order of Eastern Star in Linden MI. A letter was received with this donation from Carole Kinloch, the secretary of the Linden Chapter #175. The letter stated that this donation was made to help fund the maintenance of the K-9 unit. A copy of this letter is submitted with this report.

On September 20, 2008 this Department also received a donation of \$100.00 for the K-9 unit from the Swartz Creek Hometown Days. The letter was directed by David A. Moore who is the treasurer of the Swartz Creek Hometown Days. The letter states that these funds are to be used for the K-9 programs. A copy of this letter is also submitted.

On September 23, 2008 R/O sent out a letter to both the Order of Eastern Star, Linden Chapter 175 and the Swartz Creek Hometown Days thanking them for their generosity in their donation to the Swartz Creek Police Department for the K-9 unit.

I would request that this information be passed on to the Swartz Creek City Council and approval from the Council to accept these donations for the Swartz Creek Police Department K-9 unit.

Respectfully submitted,



Chief Rick Clolinger  
City of Swartz Creek



# City of Swartz Creek

## Department of Police

*Chief Rick C. Clolinger*

8100-A Civic Drive

Swartz Creek, Michigan 48473

Phone: (810)-635-4401

Fax: (810)-635-3728

September 23, 2008

Carole Kinloch, Secretary  
Order of the Eastern Star  
Linden Chapter #175  
2237 Lauderdale St.  
Flint, MI 48532-4144

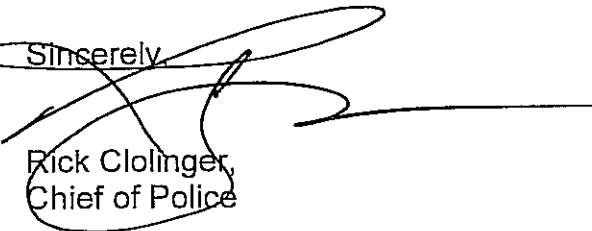
Dear Ms. Kinloch,

On behalf of the Swartz Creek Police Department and our K-9 Program, I wish thank you and your Chapter of the Order of the Eastern Star for your \$100.00 contribution. As you know, in these difficult fiscal times, police agencies are often forced to find alternative means of funding worthwhile programs which would otherwise never be established and/or face elimination. Our newly created K-9 Unit is such a program; having been established through a grass roots community effort. Your contribution will allow us to continue to provide the best possible police service to our community.

This contribution has been placed in the K-9 fund and will be used solely for the purpose of maintaining this program.

Thank you again for your generosity.

Sincerely,



Rick Clolinger,  
Chief of Police

---

Lt. Rick DeShano  
(810) 635-4401 ext. 12

School Resource Officer Ken Szmansky  
(810) 591-2312 ext. 321

Investigator Larry Pirochta  
(810) 635-4401 ext. 30

Sept 9 2008

Dear Sir,

On behalf of Linden Chapter #175  
Order of Eastern Star in Linden Mi-  
dwest side to make a donation to  
the fund to maintain your  
Reserve dog. I hope this will  
be of help.

Fraternally

Carol Kimber Lacy

732-7603

SEP 12 2008

# City of Swartz Creek

## Department of Police

*Chief Rick C. Clolinger*

Phone: (810)-635-4401

8100-A Civic Drive  
Swartz Creek, Michigan 48473

Fax: (810)-635-3728

September 23, 2008

David A. Moore, Treasurer  
Swartz Creek Hometown Days  
G-4511 Miller Rd.  
Flint, MI 48507

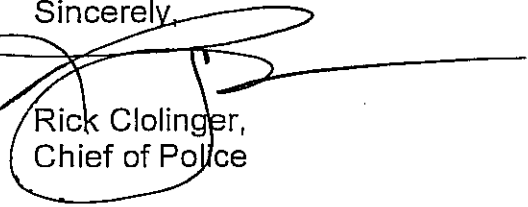
Dear Mr. Moore,

On behalf of the Swartz Creek Police Department and our K-9 Program, I wish thank you and the Hometown Days Organization for your \$100.00 contribution. As you know, in these difficult fiscal times, police agencies are often forced to find alternative means of funding worthwhile programs which would otherwise never be established and/or face elimination. Our newly created K-9 Unit is such a program; having been established through a grass roots community effort. Your contribution will allow us to continue to provide the best possible police service to our community.

This contribution has been placed in the K-9 fund and will be used solely for the purpose of maintaining this program.

Thank you again for your generosity.

Sincerely,



Rick Clolinger,  
Chief of Police

---

**Lt. Rick DeShano**  
(810) 635-4401 ext. 12

**School Resource Officer Ken Szmansky**  
(810) 591-2312 ext. 321

**Investigator Larry Pirochta**  
(810) 635-4401 ext. 30

**SWARTZ  
CREEK**  
*Hometown Days*

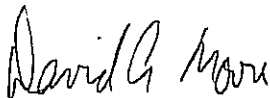
September 18, 2008

Mr. Rick Clolinger, Chief of Police  
Swartz Creek Police Department  
8100-A Civic Drive  
Swartz Creek, MI 48473

Dear Mr. Clolinger,

Enclosed please find a check in the amount of \$100 from the Swartz Creek Hometown Days Committee. Please use these funds in the Swartz Creek Police Department K-9 program.

Sincerely,



David A. Moore, CPA, Treasurer  
Swartz Creek Hometown Days, Inc.

PO BOX 271 • SWARTZ CREEK MICHIGAN 48473

**CITY OF SWARTZ CREEK**  
**BOARDS AND COMMISSIONS (Rev 06-13-2008)**

| BOARD/COMMISSION                 |                     | ADDRESS                 | HOME     | OFFICE         | START    | APPOINT  | END      | MISC  |
|----------------------------------|---------------------|-------------------------|----------|----------------|----------|----------|----------|-------|
| <b>CITY COUNCIL</b>              |                     |                         |          |                |          |          |          |       |
| C. David Hurt                    | 1st                 | 9214 Chesterfield       | 635-7706 |                | 03/08/99 | 11/07/06 | 11/02/10 | 4 Yr. |
| Richard B. Abrams                | At-Large            | 5352 Greenleaf          | 635-9224 |                | 11/06/84 | 11/02/04 | 11/04/08 | 4 Yr. |
| Rae Lynn Hicks                   | 2nd                 | 8373 Miller             | 635-3569 | C=444-8229     | 11/07/06 | 11/07/06 | 11/02/10 | 4 Yr. |
| Donald Adams                     | At-Large            | 7192 Parkridge Pkwy     | 397-7551 | 342-2540       | 11/07/00 | 11/02/04 | 11/04/08 | 4 Yr. |
| Curtis Porath                    | 3rd                 | 4485 Frederick St.      | 635-4398 | w=989-792-2455 | 11/05/02 | 11/07/06 | 11/02/10 | 4 Yr. |
| Jason Christie                   | At-Large            | 6315 Saint Charles Pass | 496-3721 | C=397-5168     | 11/07/00 | 11/02/04 | 11/04/08 | 4 Yr. |
| Michael Shumaker                 | 4th                 | 4084 Jennie Lane        | 635-3107 | C=429-3068     | 11/05/02 | 11/07/06 | 11/02/10 | 4 Yr. |
| <b>AUTO THEFT COUNCIL (GAIN)</b> |                     |                         |          |                |          |          |          |       |
| David Hurt                       | Delegate            | 9214 Chesterfield       | 635-7706 |                | 11/25/02 | 11/27/06 | 11/04/08 | 2 Yr. |
| Michael Shumaker                 | Alternate           | 4084 Jennie Lane        | 635-3107 | C=429-3068     | 11/27/06 | 11/27/06 | 11/04/08 | 2 Yr. |
| <b>BOARD OF REVIEW</b>           |                     |                         |          |                |          |          |          |       |
| John Gilmore                     |                     | 7515 Elizabeth          | 635-9057 |                |          | 07/01/06 | 06/30/09 | 3 Yr. |
| Joseph J. Edgerton               |                     | 9127 Chesterfield       | 635-9832 | 635-9513       |          | 11/25/02 | 06/30/11 | 3 Yr. |
| Thomas MacGillivray              |                     | 5052 Fairchild          | 635-4057 | C=869-1443     |          | 06/30/07 | 06/30/10 | 3 Yr. |
| <b>FIRE BOARD</b>                |                     |                         |          |                |          |          |          |       |
| Richard L. Derby                 | Clayton             | 9230 Corunna            | 635-4056 |                | ??       | ??       |          |       |
| Michael Messer                   | Clayton             | 2060 S. Morrish         | 635-3476 |                | ??       | ??       |          |       |
| Rod Shumaker                     | Clayton             | 7077 Lou Mac            | 635-2543 |                | ??       | ??       |          |       |
| Ray Thornton                     | -City Swing Postion | 5367 Greenleaf          | 635-9205 |                | 04/01/08 | 04/01/08 | 03/31/09 | 1 Yr. |
| Rick Clolinger                   | City Citizen Rep    | 8100-A Civic            | 635-4401 |                | 12/04/06 | 12/04/06 | 11/04/08 | 2 Yr. |
| Jason Christie                   | Council Rep         | 6315 Saint Charles Pass | 496-3721 |                | 11/25/02 | 11/04/08 | 11/04/08 | 2 Yr. |
| A. Boots Abrams                  | City Citizen Rep    | 5352 Greenleaf          | 635-9224 |                |          | 11/27/06 | 11/04/08 | 2 Yr. |
| <b>GENESEE COUNTY METRO ALL</b>  |                     |                         |          |                |          |          |          |       |
| Michael Shumaker                 | Delegate            | 4084 Jennie Lane        | 635-3107 | C=429-3068     | 11/25/02 | 11/27/06 | 11/04/08 | 2 Yr. |
| Ronald Schultz                   | Citizens            | 4279 Springbrook Dr     | 635-8575 | 732-1574       | 07/01/04 | 11/27/06 | 11/04/08 | 2 Yr. |
| <b>GEN COUNTY NARC CONTROL</b>   |                     |                         |          |                |          |          |          |       |
| Donald Adams                     | Delegate            | 7192 Parkridge Pkwy     | 397-7551 |                | 11/25/02 | 11/27/06 | 11/04/08 | 2 Yr. |
| Jason Christie                   | Alternate           | 6315 Saint Charles Pass | 496-3721 |                | 11/25/02 | 11/27/06 | 11/04/08 | 2 Yr. |
| <b>GEN COUNTY SMALL CITIES</b>   |                     |                         |          |                |          |          |          |       |
| Richard Abrams                   | Delegate            | 5352 Greenleaf          | 635-9224 |                | 11/25/02 | 11/27/06 | 11/04/08 | 2 Yr. |
| Jason Christie                   | Alternate           | 6315 Saint Charles Pass | 496-3721 |                | 11/25/02 | 11/27/06 | 11/04/08 | 2 Yr. |
| <b>LOCAL OFF COMP COMM</b>       |                     |                         |          |                |          |          |          |       |
| Monte R. Morgan                  |                     | 5388 Greenleaf          | 635-4395 |                |          | 09/30/07 | 09/30/10 | 3 Yr. |
| Theodore Anderson                |                     | 5373 Greenleaf          | 635-9305 |                |          | 11/27/06 | 09/30/09 | 3 Yr. |
| Patricia Maksymiu                |                     | 7188 Miller             | 635-3814 |                |          | 11/27/06 | 09/30/10 | 4 Yr. |
| Ronald Schultz                   |                     | 4279 Springbrook        | 635-8575 | 732-1574       | 11/25/02 | 09/08/08 | 09/30/11 | 3 Yr. |
| David Alexander                  |                     | 5346 Greenleaf Dr.      | 635-2321 |                |          | 09/30/07 | 09/30/11 | 4 Yr. |

**CITY OF SWARTZ CREEK**  
**BOARDS AND COMMISSIONS** (Rev 06-13-2008)

| BOARD/COMMISSION                 | ADDRESS                     | HOME            | OFFICE              | START           | APPOINT         | END             | MISC          |
|----------------------------------|-----------------------------|-----------------|---------------------|-----------------|-----------------|-----------------|---------------|
| <b>PARK AND REC ADV BOARD</b>    |                             |                 |                     |                 |                 |                 |               |
| Korene Kelly                     | 7281 Bristol Rd.            | 635-4389        |                     |                 | 01/01/06        | 12/31/09        | 3 Yr.         |
| Rodney Gardner                   | 5024 Brady                  | 635-9101        |                     | 11/22/99        | 01/01/06        | 12/31/09        | 3 Yr.         |
| Michael Shumaker                 | 4084 Jennie                 | 635-3107        | C=429-3068          | 11/22/99        | 01/01/06        | 12/31/09        | 3 Yr.         |
| Rick Henry                       | 6353 Bristol                | 635-7509        |                     |                 | 01/01/06        | 12/31/09        | 3 Yr.         |
| Bradley Stiff (Chair)            | 9040 Chesterfield Dr.       | 252-3174        |                     | 10/24/06        | 10/04/06        | 12/31/09        | 3 Yr.         |
| <b>Kenneth Keyes</b>             | <b>5296 Greenleaf Dr.</b>   | <b>635-0947</b> | <b>810-637-5918</b> | <b>11/02/04</b> | <b>01/01/06</b> | <b>12/31/09</b> | <b>3 Yr.</b>  |
| Rae Lynn Hicks (Vice)            | 8373 Miller                 | 635-3569        |                     | 04/10/01        | 01/01/06        | 12/31/09        | 3 Yr.         |
| Ray Thornton                     | 5367 Greenleaf Dr.          | 635-9205        |                     | 11/09/03        | 01/01/06        | 12/31/09        | 3 Yr.         |
| James Florence (Sec)             | 4296 Springbrook            | 635-2772        | C=444-2002          | 11/25/02        | 01/01/06        | 12/31/09        | 3 Yr.         |
| <b>PLANNING COMMISSION</b>       |                             |                 |                     |                 |                 |                 |               |
| Robert Florine                   | 5914 Cross Creek            | 635-8764        |                     | 07/01/03        | 07/01/03        | 06/30/09        | 3 Yr.         |
| James Florence (Sec)             | 4296 Springbrook            | 635-2772        | C=444-2002          | 09/08/08        | 09/08/08        | 06/30/09        | 3 Yr.         |
| Kathy Ridley                     | 3414 Elms                   | 635-3168        |                     | 09/17/02        | 07/01/04        | 06/30/10        | 3 Yr.         |
| Carl Conner                      | 4061 Elms                   | 635-9024        | 238-5200, Pgr:88    | 10/25/99        | 07/01/08        | 06/30/11        | 3 Yr.*        |
| Douglas Stephens (Chairperson)   | 5250 Birchcrest             | 635-2134        | 635-4090            | 06/26/89        | 07/01/08        | 06/30/11        | 3 Yr.*        |
| Bud Grimes                       | 5171 Oakview Drive          | 635-7284        |                     | 07/01/04        | 07/01/04        | 06/30/10        | 3 Yr.         |
| C. David Hurt                    | 9214 Chesterfield           | 635-7706        |                     | 11/30/03        | 11/27/06        | 11/04/08        | 2 Yr.         |
| Paul Bueche                      | 8083 Civic Dr               | 635-4464        |                     | 11/09/98        | 11/27/06        | 11/04/08        | 2 Yr.         |
| Richard Abrams                   | 5352 Greenleaf Dr           | 635-9224        |                     | 11/12/02        | 11/27/06        | 11/04/08        | 2 Yr.         |
| <b>W.W.S. ADV COMM</b>           |                             |                 |                     |                 |                 |                 |               |
| Tom Svrcek, Delegate             | 8083 Civic                  | 635-4464        |                     |                 | 11/27/06        | 11/04/08        | 2 Yr.         |
| Paul Bueche, Alternate           | 8083 Civic                  | 635-4464        |                     |                 | 11/27/06        | 11/04/08        | 2 Yr.         |
| <b>ZONING BOARD OF APPEALS</b>   |                             |                 |                     |                 |                 |                 |               |
| Douglas Stephens                 | 5250 Birchcrest             | 635-2134        | 635-4090            | 10/25/99        | 07/01/08        | 06/30/11        | 3 Yr.*        |
| Ronald Smith, Secretary          | 9194 Chesterfield           | 635-9619        |                     | 07/10/95        | 07/01/08        | 06/30/11        | 3 Yr.*        |
| Curt Porath Council Rep          | 4485 Frederick St.          | 635-3079        |                     | 11/11/02        | 11/27/06        | 11/04/08        | 2 Yr.         |
| Ronald Schultz, Chairperson      | 4279 Springbrook            | 635-8575        | 732-1574            | 11/08/04        | 11/06/07        | 11/03/10        | 3 Yr.         |
| James Packer, Vice Chairperson   | 7216 Miller Rd.             | 635-3724        |                     |                 | 11/06/07        | 11/03/10        | 3 Yr.         |
| <b>Kenneth Keyes (Alternate)</b> | <b>5296 Greenleaf Dr.</b>   | <b>635-0947</b> | <b>810-637-5918</b> | <b>11/08/04</b> | <b>07/01/08</b> | <b>06/30/11</b> | <b>3 Yr.*</b> |
| <b>Jim Florence (Alternate)</b>  | <b>4296 Springbrook Dr.</b> | <b>635-2772</b> |                     |                 | <b>07/01/08</b> | <b>06/30/11</b> | <b>3 Yr.*</b> |
| <b>CONSTR. BOARD OF APPEALS</b>  |                             |                 |                     |                 |                 |                 |               |
| Douglas Stephens                 | 5250 Birchcrest Dr.         | 635-2134        | 635-4090            | 06/09/03        | 11/27/06        | 11/04/08        | 2 Yr.         |
| Michael Shumaker                 | 4084 Jennie                 | 635-3107        | C=429-3068          | 06/09/03        | 11/27/06        | 11/04/08        | 2 Yr.         |
| Ronald Schultz                   | 4279 Springbrook            | 635-8575        | 732-1574            | 06/09/03        | 11/27/06        | 11/04/08        | 2 Yr.         |
| <b>911 CONSORTIUM</b>            |                             |                 |                     |                 |                 |                 |               |
| Paul Bueche                      | 8083 Civic                  | 635-4464        |                     |                 | 11/27/06        | 11/04/08        | 2 Yr.         |
| <b>STREET ADMINISTRATOR</b>      |                             |                 |                     |                 |                 |                 |               |
| Tom Svrcek Delegate              | 8083 Civic Dr.              | 635-4464        |                     |                 | 11/27/06        | 11/04/08        | 2 Yr.         |
| Adam Zettel Alternate            | 5152-12 Morrish Rd          | 287-2147        | 635-4464            | 11/27/06        | 11/27/06        | 11/04/08        | 2 Yr.         |

**CITY OF SWARTZ CREEK**  
**BOARDS AND COMMISSIONS (Rev 06-13-2008)**

| BOARD/COMMISSION       | ADDRESS                | HOME     | OFFICE      | START    | APPOINT  | END      | MISC         |
|------------------------|------------------------|----------|-------------|----------|----------|----------|--------------|
| <b>DDA</b>             |                        |          |             |          |          |          |              |
| Richard Abrams (Mayor) | 5352 Greenleaf Dr.     | 635-9224 |             | 09/27/04 | 11/27/06 | 11/04/08 | 2 Yr.        |
| Richard Mattson        | 9251 W. Hill Rd.       | 635-4490 | 449-3030    | 10/22/07 | 04/01/08 | 03/31/12 | 4 Yr. / 4Yr* |
| Paul Bueche            | 8083 Civic Dr.         |          | 635-4464    | 09/27/04 | 12/01/05 | 11/30/09 | 1 Yr. / 4Yr  |
| Rodney Gardner         | 5024 Brady St.         | 635-9109 | C= 625-7626 | 09/27/04 | 10/24/06 | 03/31/10 | 4Yr          |
| Cliff Hull             | 6200 Reid Rd. Sw. Cr.  | 655-3714 | 635-4090    | 09/27/04 | 04/01/06 | 03/31/10 | 4Yr          |
| Steve Mardlin          | 5340 Chin Maya Dr. Sw. | 635-3869 | 635-9010    | 09/27/04 | 04/23/07 | 03/31/11 | 4Yr          |
| Mark Nemer             | 8122 W. Hill Sw. Cr.   | 635-2041 | 635-2227    | 09/27/04 | 04/01/08 | 03/31/12 | 4 Yr. / 4Yr* |
| Ernie Eckerdt          | 5019 Brady, PO Box 4   | 635-8790 |             | 01/28/08 | 01/28/08 | 11/30/09 | 4 Yr.        |
| Sandy Raffaelli        | 8098 Miller Rd         | 635-4262 |             | 09/27/04 | 04/23/07 | 03/31/11 | 4Yr          |

**DDA CITIZEN ADVISORY BOARD**

|                       |                     |          |             |          |          |          |       |
|-----------------------|---------------------|----------|-------------|----------|----------|----------|-------|
| Ernest Eckerdt        | PO Box 4            | 635-8790 |             | 08/22/05 | 11/27/06 | 11/04/08 | 2 Yr. |
| Juliet Stephens-Kijek | 8103 Miller Rd      | 630-0847 |             | 08/22/05 | 11/27/06 | 11/04/08 | 2 Yr. |
| Betty Binder          | 8079 W. Bristol Rd. | 635-4930 |             | 08/22/05 | 11/27/06 | 11/04/08 | 2 Yr. |
| Fred Pajtas           | 7580 Church St.     |          |             | 08/22/05 | 11/27/06 | 11/04/08 | 2 Yr. |
| Jennie Moench         | 5030 First St.      | 630-0577 |             | 08/22/05 | 11/27/06 | 11/04/08 | 2 Yr. |
| Shelly Wilson         | 8126 Ingalls St.    | 625-2555 |             | 08/22/05 | 11/27/06 | 11/04/08 | 2 Yr. |
| Jeff Litwin           | 7506 Grove          | 635-9440 | C= 240-0996 | 08/22/05 | 11/27/06 | 11/04/08 | 2 Yr. |
| Peggy Burnham         | 8104 Miller Rd.     | 630-8156 |             | 08/22/05 | 11/27/06 | 11/04/08 | 2 Yr. |
| Becky Tabit           | 5027 Brady          | 635-0441 |             | 08/22/05 | 11/27/06 | 11/04/08 | 2 Yr. |

**Sr. Center**

|                                |                         |          |              |  |  |          |  |
|--------------------------------|-------------------------|----------|--------------|--|--|----------|--|
| Melinda Soper, Director        | 5442 Mancelona, Gr Bl   | 695-1615 | 394-2360     |  |  |          |  |
| Marta Bentoski, Assit Director | 10512 Village, Gr Blanc | 603-2790 | 248-310-0828 |  |  |          |  |
| Joan Beckner, Office Assist    | 523 Worchester Dr.      | 635-3847 |              |  |  |          |  |
| Angela Roberts, Office Assist  | 4377 Staunton Dr, SC    | 720-1502 | 347-5529     |  |  |          |  |
| Jim Florence, President        | 4296 Springbrook        | 635-2772 |              |  |  | 06/01/09 |  |
| Roger Bloss, Vice President    | 8370 Reid Rd.           | 635-3788 | 397-6635     |  |  | 06/01/10 |  |
| Ann Knight, Treasurer          | 4935-321 Ita Ct.        | 635-7342 |              |  |  | 06/01/10 |  |
| Sally Creech, Sevretary        | 3496 Seymour Rd         | 635-7703 |              |  |  | 06/01/10 |  |
| Richard Abrams                 | 5352 Greenleaf Dr       | 635-9224 |              |  |  | 06/01/09 |  |
| Phillip Bracey                 | 4449 Lindewood Dr       | 733-3353 |              |  |  | 06/01/09 |  |
| Dennis Johnson                 | 4284 Springbrook Dr     | 635-9330 |              |  |  | 06/01/09 |  |
| Pat McLeod                     | 9319 Elaine Dr.         | 635-4954 |              |  |  | 06/01/09 |  |
| Dorothy White                  | 7284 Grandwood Dr       | 655-8416 |              |  |  | 06/01/09 |  |

**Disaster Policy Committee**

|                |                     |          |             |          |          |          |       |
|----------------|---------------------|----------|-------------|----------|----------|----------|-------|
| Paul Bueche    | 8083 Civic Dr.      | 635-4795 |             | 04/10/06 | 11/27/06 | 11/04/08 | 2 Yr. |
| Boots Abrams   | 5352 Greenleaf      | 635-9224 |             | 04/10/06 | 11/27/06 | 11/04/08 | 2 Yr. |
| Rae Lynn Hicks | 8373 Miller         | 635-3569 | W= 342-2199 | 04/10/06 | 11/27/06 | 11/04/08 | 2 Yr. |
| David Plumb    | 29 Brookfield       | 635-3742 | C= 625-6921 | 04/10/06 | 11/27/06 | 11/04/08 | 2 Yr. |
| Rick Clolinger | 8100-A Civic Dr.    | 635-4401 |             | 04/10/06 | 11/27/06 | 11/04/08 | 2 Yr. |
| Brent Cole     | 8100-B Civic Dr.    | 635-2300 |             | 04/10/06 | 11/27/06 | 11/04/08 | 2 Yr. |
| Donald Adams   | 7192 Parkridge Pkwy | 397-7551 | 342-2540    | 11/27/06 | 11/27/06 | 11/04/08 | 2 Yr. |





October 10, 2008

Paul Bueche  
City Manager

**Subject: 5129 Morrish - Blacksmith Shop RFP**

Hi Paul:

**Please see the attached RFP information for the City-owned parcel at 5129 Morrish Road.** As you are aware, the City has little use for this parcel and has requested proposals for its purchase and subsequent development from the general public. A public notice for the RFP was published on September 10, 2008, with notice letter also sent to adjacent property owners.

During the bidding period, I have met with two potential purchasers concerning the potential of the property. One was Diane Green Photography, an adjacent property owner that is interested in expanding his business onto the site. The other was a local developer that was interested in constructing live-work space on the site. As of the October 2, 2008 deadline, I received one proposal, and this was from the photography studio.

Since there was only one proposal I have not provided a ranking of this project, but my comments are as follows. **In short, the proposal appears to meet the required criteria for the bid and the best practice guidelines for the innovative use the property.** The applicant wishes to purchase the site for \$6,000 and use the site for a studio and outdoor photography. Improvements would include repairing the structure to match the appearance of the existing studio and adding landscaping features. The applicant's proposal appears to include quality materials and concepts, and the use should not be inconsistent with the goals of the City and DDA. This project would provide for an improved appearance to the site, as well as providing for the expansion of a local business and tax base.

At this time, the City Council should make a decision to move forward with this conceptual proposal or to seek alternatives. If the City Council generally supports the concept, I recommend the City approve the conditional sale of the parcel to Diane L. Green Photography LLC. Further approvals to rezone the parcel to Neighborhood Business District, as well as site plan approval shall be required to ensure the use and the project specifics meet the City's regulations. A development agreement would also be required to ensure completion of the project.

I have invited the applicant to present his proposal in front of the City Council on Monday. Please let me know if I can provide further information or guidance on this matter.

Sincerely,

---

Adam H. Zettel, AICP  
Assistant City Manager  
City of Swartz Creek  
azettel@cityofswartzcreek.org

## 1. Project Description

Diane L. Green Photography LLC proposes to purchase from the City Swartz Creek the real property known as a platted parcel measuring approximately 130' x 96' located at 5129 Morrish Road. The purpose of this purchase is to expand our adjacent existing business grounds renovating the existing block building into a studio photographic area and storage of props and by developing the grounds into a small photo park. This expansion is both necessary and desired as our present building is quickly becoming too small for all of the processes we currently undertake. Moving our photographic shoot studio and prop storage to the block building will free up valuable space for production and office operations. The Photo park development will provide an attractive open air space in Swartz Creek and will enhance the downtown development.

### Renovation of the Block Building

#### Roof

The existing roof will be examined and repaired for structural integrity. A roofing system of conventional 3-in-1 25 year charcoal color shingles will be applied over an underlayment of double 15 lb. felt with water and ice shield extending from the eave line to 3 feet past the interior wall. The choice of Charcoal as a color is to match as closely as possible our existing building to the south.

#### Doors

Currently the building has three existing sliding doors. One at the east, south and west. The smaller door to the East will be removed and the opening closed in. The West side door visible to the street will be removed have the opening resized for a recessed inside sliding carriage style door. The door opening to the south will have the existing door removed, the opening will be resized and a pair of decorative side-by-side entrance doors will be installed.

#### Windows

The four window openings on the north side and two window openings on the east or back side of the building will be closed in and covered by exterior siding. The four window openings on the south side and the two window openings on the west side of the building facing Morrish Road will be un-boarded. The openings will be sized for conventional casement windows with the faux 6-pane style and rail insert of a style that matches as closely as possible the windows of our current building at 7512 Grove Street. It is our hope to draw a continuity between the two buildings as closely as possible. Blackout curtains or shutters will be used on the inside of the windows to control lighting in the studio area.

#### Exterior Walls

The exterior walls of the block structure will be furred off, insulated with blue board style insulation and covered with T-111 style wood siding, trimmed and painted gray to match our existing building at 7512 Grove Street. The use of T-111 wood siding is preferred since our existing building to the south is sided in this material. It is our hope to draw a continuity between the two buildings as closely as possible.

## Utilities

As the proposed use of the building is for a studio area and as an addition to our existing adjacent property to the south no water or sewer utilities will be required. The building will be dry. The electrical system will be upgraded with a 200-amp meter socket and new 200-amp electrical circuit breaker distribution box. Circuits will include general work lighting, receptacle outlets located every 10 feet on all interior walls, individual circuits for mechanical systems, two outside ground fault interrupter convenience receptacle circuits and one ground fault interrupter circuit for sign lighting. One ground fault interrupter circuit will be provided for four new carriage house style brass and glass lights on either side of the exterior doors. Where possible low wattage high efficiency lighting will be used. Natural Gas will be piped into the building for use with a conventional forced air heating system.

## Interior

The interior of the building will be painted black for photographic purposes.

## Development of Grounds

The grounds area will be developed after construction and renovation of the existing block building are nearing completion.

### Demolition

The existing Anderson guardrail attached to telephone poles will be disassembled and the poles cut off at the ground. The material will be discarded. The existing concrete slab will be broken up and reused for retaining wall elements of earth berms as design allows or will be discarded.

### Development

Development of the grounds will include;

#### New Driveway

A serpentine driveway from Morrish Road to the West garage door of the new studio will be installed. The new drive will be approximately 10' x 75' x 6". Number 6 reinforcing wire will be installed throughout. The top surface will be dyed and stamped to resemble cobblestone.

#### New Signage

A new ground level relief carved wooden signage for the studio will be installed at the south side of the property. The sign will consist of two pieces each angled at 60 degrees to the road and backed by an earthen berm with plantings. The sign will be lighted from the front by ground effect lighting. The existing sign for the studio at 7512 Grove Street will be removed.

### Gazebo

A stick built wooden gazebo will be installed suitable for up to 6 people.

### Water Elements

A 3 area water element consisting of a water fall with a 5' fall at the south east corner of the property flowing into a short stream crossing the property with one 18'' small fall at the mid section and terminating in a small reflecting pond. The water element will use recirculated city water by means of a pump and filter system. The course of the water element will be separated from the soil with a liner covered by natural materials. The liner material will extend 12'' under the topsoil and 2'' above the high water mark. The depth of any portion of the water elements will not exceed 18'' in depth to protect individuals from accidental drowning and relieves the requirement of safety fencing which will preserve the aesthetic quality of the landscaping.

### Foot Bridge

An arched wooden footbridge with railings approximately 4' x 12' will be installed crossing the stream to aid in crossing from the office to the shoot studio and as a photo element.

### New Fencing

New fencing will be installed eastward from Morrish Road to the corner of the block building and across the east side of the property, perennial plantings of ivy, morning glory and grapes will be trained to the fencing. Fencing shall be of a decorative style privacy type made from durable materials. Preference shall be given to easily replaceable post foundations for maintenance reasons.

### Grading and Plantings

The property will be contoured to provide for the water element, lawn and perennial bedding plants, trees and shrubs.

### Benches

Three small garden benches will round out the development.

## 2.Plans and Elevations

See attached sketch of proposed site plan.

### 3. Organization

Diane L. Green Photography LLC is located at 7512 Grove Street, Swartz Creek, Michigan 48473. Diane L. Green Photography LLC operates as a limited liability company under registration as such with the State of Michigan. See a Copy of our State tax license and Proof of Insurance attached.

### 4. Prior Experience

John Green has 3 years experience renovating buildings for SunShine Food Stores across mid-Michigan, 1 year as the resident maintenance manager at Flushing Valley Apartments, has held a class 1 mechanical contractors license listed as his own master from 1984 until 1992, 20 years experience in the development, construction, installation and training of multi-million dollar machine tool systems across the world including the United States, Canada, Mexico and The People's Republic of China.

### 5. Project Financing

Details of the project financing are not to be released.

Purchase of the property from the City of Swartz Creek.

Funds for the purchase of the property will come from personal funds in savings moved through company accounts.

Renovation and Development

Funds for the renovation of the block building and the development of the photo park will come from personal funds in savings moved through company accounts and matching grant monies from the Swartz Creek Downtown Development Authority. At this time we are prepared to invest up to \$25,000.00 in renovation and development and will be seeking a matching grant for façade improvement, signage and landscaping of \$25,000.00 or the allowable maximum of the prevailing grant at the time of application.

## 6. Schedule

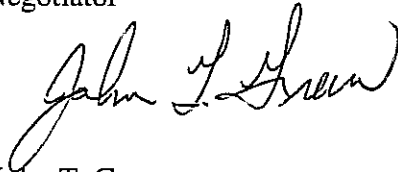
All dates are approximate and are based on the actual Closing date of the property, grant approval and disbursement and as weather permits. Should closing take longer than Nov. 1<sup>st</sup> some schedule dates may be delayed until the spring of 2009. It is our firm desire to have this project done in time for a gala kick off at Swartz Creek Hometown Days 2009.

|   |   |
|---|---|
| Property Closing.....   | On or about Nov. 1 <sup>st</sup>            |
| Miss Dig Contacted.....   | On or about Nov 2 <sup>nd</sup>             |
| Consumers contacted for gas and electric install...On or about Nov 2 <sup>nd</sup>  |   |
| Installation of construction Signs.....   | On or about Nov 2 <sup>nd</sup>             |
| Ground Breaking Ceremony.....   | On or about Nov 15 <sup>th</sup>            |
| Installation of concrete drive (weather Permitting)On or about Nov 16 <sup>th</sup> |   |
| Delivery of roll off scrap gondola.....   | On or about Nov 16 <sup>th</sup>            |
| Installation of Fencing.....  | Nov 16 <sup>th</sup> – Nov 30 <sup>th</sup> |
| Roofing .....   | Nov 16 <sup>th</sup> – Nov 30 <sup>th</sup> |
| Demolition of concrete and guard rail.....  | On or about Nov 25 <sup>th</sup>            |
| Door openings and doors.....  | Dec 1 <sup>st</sup> – Dec 10 <sup>th</sup>  |
| Window openings and windows.....  | Dec 1 <sup>st</sup> – Dec 10 <sup>th</sup>  |
| Electrical.....   | Dec 1 <sup>st</sup> – Dec 30 <sup>th</sup>  |
| Gas and Electric installation.....  | Dec 15 <sup>th</sup> – Dec 30 <sup>th</sup> |
| Heating System.....   | Dec 15 <sup>th</sup> – Dec 30 <sup>th</sup> |
| Painting interior.....  | Jan 10 <sup>th</sup> – Jan 15 <sup>th</sup> |
| Exterior furring, siding .....  | Dec 15 <sup>th</sup> – Jan 15 <sup>th</sup> |
| Seasonal close of construction.....   | Jan 15 <sup>th</sup> - Thaw                 |
| Pick up of roll off scrap gondola.....  | On or about Jan 15 <sup>th</sup>            |
| Signage.....  | On or about April 15 <sup>th</sup>          |
| Delivery of rock and boulders.....  | April 1 <sup>st</sup> – 15 <sup>th</sup>    |
| Delivery of soil.....   | April 1 <sup>st</sup> – 15 <sup>th</sup>    |
| Grading.....  | April 15 <sup>th</sup> – 30 <sup>th</sup>   |
| Installation of 3 water elements.....   | April 25 <sup>th</sup> –30 <sup>th</sup>    |
| Delivery of plants.....   | April 28 <sup>th</sup> - 30 <sup>th</sup>   |
| Installation of foot bridge.....  | May 1 <sup>st</sup> – May 5 <sup>th</sup>   |
| Installation of Gazebo.....   | May 6 <sup>th</sup> – May 15 <sup>th</sup>  |
| Installation of benches.....  | May 17 <sup>th</sup> – May 18 <sup>th</sup> |
| Installation of trees, shrubs and bedding plants.....                               | May 1 <sup>st</sup> – May 25 <sup>th</sup>  |
| Removal of construction sign.....   | May 25 <sup>th</sup>                        |
| Grand opening.....  | Swartz Creek Hometown Days                  |

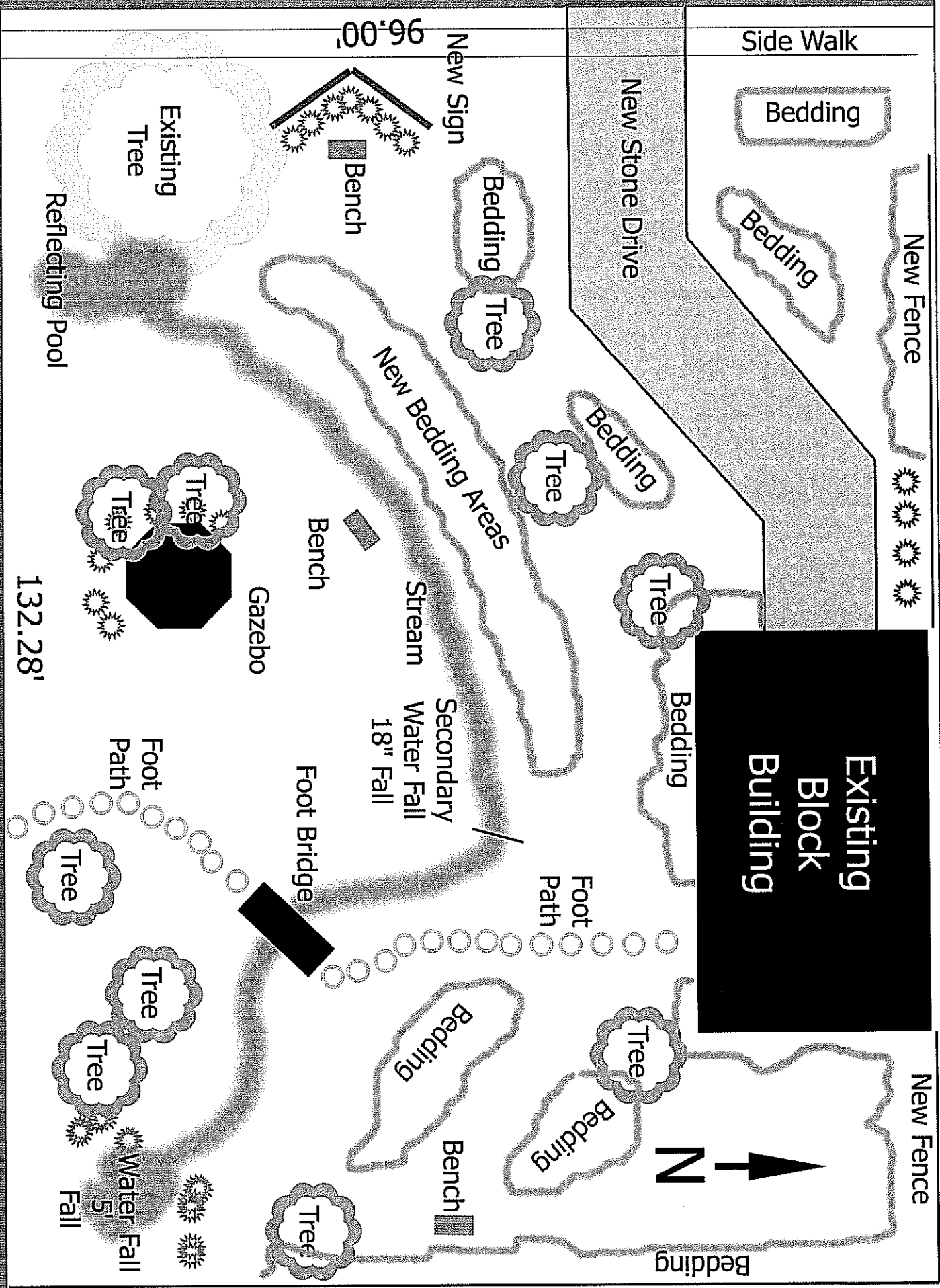
7. Purchase Offer.

See purchase offer attached.

8. Authorized Negotiator

A handwritten signature in black ink, appearing to read "John T. Green". The signature is written in a cursive style with a large, looping initial "J".

John T. Green  
C/o Diane L. Green Photography LLC  
7512 Grove Street  
Swartz Creek, Michigan 48473  
810-496-3498



Proposed Use and Layout of 5129 Morrish Road  
 By Diane L. Green Photography LLC  
 Photo Park and Photographic Studio



**STATE OF MICHIGAN  
DEPARTMENT OF TREASURY**

DIANE L GREEN PHOTOGRAPHY LLC  
7512 GROVE ST  
SWARTZ CREEK MI 48473

**Sales Tax  
License**

ACCOUNT NUMBER  
C 54-2186975

EXPIRATION DATE  
SEPT 30, 2008

500000      599      25      3      34      001                      12      Q

| Tax Codes | Type | Co-City | K | Loc. | Seas. Months | Fiscal | F |
|-----------|------|---------|---|------|--------------|--------|---|
|-----------|------|---------|---|------|--------------|--------|---|

Issued under authority of P.A. 167 of 1933, as amended.



# CERTIFICATE OF INSURANCE

FARM BUREAU MUTUAL INSURANCE COMPANY OF MICHIGAN  
 FARM BUREAU GENERAL INSURANCE COMPANY OF MICHIGAN  
 Lansing, Michigan 48909

AMENDED

Name and Address of Certificate Holder:

Named Insured and Address:

CITY OF SWARTZ CREEK  
 8083 CIVIC DR.  
 SWARTZ CREEK, MI 48473

DIANE L. GREEN PHOTOGRAPHY LLC  
 7512 GROVE ST.  
 SWARTZ CREEK, MI 48473

Issue Date: **SEPTEMBER 30, 2008**

This is to certify that the policy(ies) of insurance indicated below has (have) been or will be issued by the above-indicated insurance company to the above-indicated Named Insured and is (are) or will be in force for the indicated policy period(s). However, this certificate is not a guarantee that the policy(ies) will remain in effect until its (their) stated expiration date. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend, or alter the coverage afforded by the policy(ies) of insurance indicated below.

| Type of Insurance   | Policy Number   | Policy Period                      | Limits of Liability   |   |
|---|---|------------------------------------|---|---|
|   |   |                                    | Bodily Injury   | Property Damage   |
| Auto Liability<br><input type="checkbox"/> Owned (Inc. Statutory No-fault Cvs.)<br><input type="checkbox"/> Non-Owned   |   | Eff.<br>Exp.                       | Each Person \$<br>Each Occurrence \$  | Each Occurrence \$  |
| <b>Combined Single Limit</b>  |   |                                    |   |   |
| Business Auto Liability<br><input type="checkbox"/> Hired <input type="checkbox"/> Non-Owned  |   | Eff.<br>Exp.                       | Each Accident \$  |   |
| Worker's Disability Compensation  |   | Eff.<br>Exp.                       | Coverage A - Statutory<br>Coverage B - Bodily Injury by Accident<br>(Employer's Liab.) Bodily Injury by Disease<br>Bodily Injury by Disease | \$<br>\$<br>\$<br>Each Accident<br>Employee<br>Policy Limit |
| Comprehensive General Liability or Commercial Package<br><input type="checkbox"/> Including <input type="checkbox"/> Excluding<br>Products-Completed Operations<br><input type="checkbox"/> Hired Auto <input type="checkbox"/> Non-Owned Auto<br><input type="checkbox"/> Excluding Explosion, Collapse, and Underground Property Damage | S2603223  | Eff. 11/14/2007<br>Exp. 11/14/2008 | Each Occurrence \$ 1,000,000<br>General Aggregate \$ 2,000,000  | Products Aggregate \$ 2,000,000                             |
| Owners' or Contractors' Protective Liability  |   | Eff.<br>Exp.                       | Each Occurrence \$  |   |
| Products - Completed Operations Liability   |   | Eff.<br>Exp.                       | Each Occurrence \$  | Products Aggregate \$                                       |
| Garage Liability and Non-Owned Autos  |   | Eff.<br>Exp.                       | Each "Accident" "Garage Operations" "Auto" Only \$<br>Other than "Auto" Only \$<br>Aggregate "Garage Operations" Other than "Auto" Only \$  |   |
| Umbrella Liability  |   | Eff.<br>Exp.                       | Limit \$  |   |
| Farmowners Liability Including Products   |   | Eff.<br>Exp.                       | Limit \$  |   |
| Business Pursuits   | <input type="checkbox"/> Excluded <input type="checkbox"/> Included: Type (describe): |                                    |   |   |

In the event of cancellation of any of the insurance policy(ies) indicated above before the expiration date thereof, the Company will endeavor to mail notice of such cancellation to the above-named Certificate Holder by regular mail to the last known address of the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

Authorized Signature

3561  
 Agent No.

25  
 County No.

## Offer to Purchase Real Estate

.....  
Be it known, the undersigned, believing time to be of the essence, Diane L. Green Photography LLC (Buyer), offers to purchase from The city of Swartz Creek (Owner), real estate known as 5129 Morrish Road, Swartz Creek, County of Genesee, State of Michigan, Said property more particularly described as:

58-01-100-20 0-176-A-

A parcel of land BEG N 0 DEG 45 min E 1601.51 FT from W ¼ COR of SEC, TH N 87 DEG 57 min 40 sec E 165 FT TH N 0 DEG 45 min E 96 FT TH S 87 DEG 57 min 40 sec W 165 FT TH S 0 DEG 45 min W 96 FT to place of BEG SEC1 T6H R5E .36 A(90) And containing 15840 square feet of land, more or less, and one cinder block building measuring approximately 41' x 24'.

**The purchase price offered is \$6000.00 Dollars.**

Earnest money herewith paid \$ \_\_\_\_\_

Balance at closing \$ \_\_\_\_\_

Total: \$6000.00

This offer is conditional upon the following terms:

1. Said property is to be sold free and clear of all encumbrances, by good and marketable title, with full possession to said property available to Buyer at date of close.
2. Owner shall include in the purchase price and transfer, free and clear of encumbrances, all fixtures on the property on the date of this offer. The terms of this offer, detailed in the standard purchase and sales agreement to be executed, will determine what items are included/excluded as fixtures.
3. Owner shall transfer property by warranty deed to the Buyer on the date of close.
4. Owner shall provide Buyer with title insurance to the property .
5. Owner shall provide for any zoning changes under the Master Plan of Swartz Creek for the use as outlined by the Buyer in the development proposal submitted to the Owner.
6. Owner shall provide Buyer with a copy of the environmental assessment document.

7. The parties agree to execute a standard purchase and sales agreement according to the terms of this agreement within 7 days of acceptance of this offer.
8. The closing shall occur on or before November 1<sup>st</sup>, 2008, at the public recording office, unless such other time and place shall be agreed upon.
9. This offer shall remain open until 4 o'clock P.M. October 31, 2008 and if not accepted by said time this offer shall be deemed rescinded and all deposits shall be refunded.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_



DPW Yard

"Blacksmith Shop"  
5129 Morrish

Green Photography Studio,  
7512 Grove Street

## REQUEST FOR PROPOSALS

The City of Swartz Creek is receiving proposals for the purchase and redevelopment of a single property located at 5129 Morrish Road; between Miller Road and Grove Street. The City of Swartz Creek owns the parcel, including the cinderblock storage structure. The structure has the potential to be renovated or may be demolished. The City would like lot property developed into a use conducive the downtown area (residential or central business district). Proposals must be provided to the City Clerk by 4:00 p.m., October 2, 2008. Copies of the Bid Specifications are available from the Office of the City Manager, 8083 Civic Drive, Swartz Creek, MI 48473.

\*\*\*\*\*

PUBLISH: Wednesday, September 10, 2008  
PROOF REQUIRED  
THE FLINT JOURNAL

Please bill:   ATTN: Adam Zettel  
                  City of Swartz Creek  
                  8083 Civic Drive  
                  Swartz Creek, MI 48473

**REQUEST FOR PROPOSALS**  
**5129 Morrish Road:**  
**CITY OF SWARTZ CREEK**  
September 10, 2008

**Overview**

The City of Swartz Creek, Michigan is seeking proposals for the purchase and redevelopment of a single property located at 5129 Morrish Road; between Miller Road and Grove Street. The City of Swartz Creek owns the parcel, including the cinderblock storage structure. The structure has the potential to be renovated or may be demolished. The City would like lot property developed into a use conducive the downtown area (residential or central business district).

The site is currently used for public use (storage). A Phase One environmental study has revealed NO contamination on the site; however, residential proposals are discouraged. Non-residential uses such as office shall be preferred over residential proposals. Industrial uses shall not be permitted. Innovative uses for the site are encouraged.

**Background on the City of Swartz Creek:**

The City of Swartz Creek is located approximately 7 miles West of Downtown Flint, Michigan, near the western edge of Genesee County. Swartz Creek has two (2) interchanges on I-69, at Morrish and Miller Roads. I-69 is an east-west highway that connects with I-75 to the immediate east, providing a north-south connection through the entire state. Miller Road is the primary east-west route through the city and provides access to the larger commercial areas in Flint Township to the east.

**General Information**

The property is a platted parcel, measuring approximately 130' x 96', located at 5129 Morrish Road in downtown Swartz Creek. The parcel is adjacent to one single family home to the north and one office building on Morrish Road to the south. It also abuts the Swartz Creek City Department of Public Service Building to the east and an additional single family home to the east, on Grove Street.

The structure on the property is a cinderblock building currently used by the City for storage of miscellaneous equipment and infrastructure components. This building roof is rapidly deteriorating, but is otherwise suitable for rehabilitation. The property has access to water, sewer, cable, phone, and gas utilities.

Historical use of the structure is not fully documented. The Phase One environmental and other records indicate the site was used as a blacksmith shop, a single family home with garage, and as storage for the City. No contamination was discovered, but a BEA is recommended.

Further information can be requested from the city staff.

**Coordinating Office**

All questions and additional information concerning this request for proposals should be directed to:

Mr. Adam Zettel, Assistant City Manager/Zoning Administrator  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473-1498  
(810) 635-4464

### **Deadline for Submission**

All proposals must be submitted to City Hall on or before 4:00 PM, Wednesday October 2, 2008 at the above address.

### **Project Development Guidelines**

The proposals for development must incorporate the following guidelines:

1. The City will allow development on the platted lot, meeting the dimensional and use requirements of the Zoning Ordinance for the Central Business District.
2. If a new residential unit is proposed, the design must match the units in the neighborhood (1½ or 2 story structure complimenting the common era of construction). Garage doors must be side entry or recessed, if feasible.
3. If a new residential unit is proposed, a Baseline Environmental Assessment shall be completed by the Developer.
4. The exterior/facade of any new or rehabilitated structure shall have a quality appearance consistent with new residential or commercial construction and the design guidelines observed in the City's Planned Unit Development Districts.
6. Access and parking (if proposed) must be clearly identified in the proposal.
7. Landscaping, pedestrian amenities, and other features are encouraged and must be identified.
8. Rehabilitation of the existing structure will be considered.
9. Combination with any adjacent parcel for use as an accessory use or open space shall also be considered.

### **Evaluation Criteria**

All proposals will be reviewed and ranked by the City Administrative Staff with final approval by the City Council. The basis of the evaluation criteria and development objectives set forth below:

1. Achievement of site goals and proposal guidelines.
2. Capacity to complete project; commence construction in 2008 or 2009.
4. Demonstrate and provide financial capacity to undertake project.
5. Anticipated sale price of project (if applicable).
6. Experience with similar development projects.
7. Creativity of design and use of the land.
8. Purchase price of property (selection will NOT be based solely upon price).

### **Selection Process**

All proposals will be reviewed and ranked by the City administration. A written evaluation will then be forwarded to the Council rating each of the proposals and providing comments. The City reserves the right to ask any or all applicants to make a formal public presentation. The City may request additional proposal or financial information to further clarify or support the submission. The Council will then consider the proposals based on the above evaluation criteria and select a preferred developer.



A purchase/development agreement will then be negotiated with the developer prior to final approval by the City Council. This agreement will contain the purchase price and any conditions related to development of the sites. If a purchase/development agreement is not concluded in a timely fashion, the City Council, at its option, may choose to initiate negotiations with the next highest ranked applicant. The City reserves the right to reject any or all proposals, to waive irregularities and/or informalities in any proposal, and to make the award in any manner deemed in the best interest of the City of Swartz Creek.

### **Proposal Content and Format**

Three (3) copies of the proposal shall be submitted to the City and shall be formatted in the order outlined below. Each section of the proposal must be clearly identified with the appropriate headings. Brevity in response to the application is appreciated and the proposal need not exceed ten (10) pages in length. Additional copies may be requested if necessary.

### **Proposal Format**

1. Project Description- provide written and/or graphic materials portraying the developer's proposal for how the lot will be used and/or developed.
2. Plans/Elevations - Provide a sketch plan of any new or rehabilitated structure; any proposed driveway, parking, or garage locations; and elevations or sample renderings/photos of the building exterior.
3. Organization - State the full name and address of the organization. Indicate whether it operates as an individual, partnership corporation or limited liability company. Include copies of licenses to operate in the State of Michigan, certificate of insurance, and other pertinent legal documentation. Please indicate whether the organization or its principals has ever conducted business under any other name. This information shall be provided for all organizations participating in the development of the property.
4. Prior Experience - Provide a description of other projects completed (as developer or as the contractor of the developer).
5. Project Financing - Provide a description of the financial resources for completion of the project including time schedule required to assemble needed financial commitments.
6. Schedule - Include a project completion schedule including starting and completion dates and other key dates as identified for action (i.e. breaking ground, initiation of rehabilitation, project completion).
7. Purchase Offer - indicate the amount offered for the property and any contingencies proposed.
8. Authorized Negotiator - Include the name, signature and telephone number of the person(s) in your organization authorized to negotiate an agreement with the City of Swartz Creek.

### **Disclosure and Cost Liability**

All information in an applicant's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976, known as the "Freedom of Information Act" except the description of financial resources if confidentiality is requested. This act also provides for the complete disclosure of contracts and attachments thereto.

The City of Swartz Creek assumes no responsibility or liability for costs incurred by the applicant. Total liability of the City of Swartz Creek is limited to the terms and conditions as stated in the RFP and any subsequent agreement with the City.

**Indemnification:**

The successful bidder agrees to defend, indemnify and hold harmless the City of Swartz Creek, its officers and members, and its respective employees and agents, from and against all claims, lawsuits, losses and expenses including attorney's fees arising out of or resulting from the performance of this award.

**Pre-Bid Meeting:**

A pre-bid meeting for all interested applicants will be held at 2:00 p.m. on Wednesday, September 18, 2008 at the Swartz Creek Council Chambers, 8083 Civic Drive, Swartz Creek, MI 48473-1498. Members of the administration will be available to answer any questions about the site and proposal. The meeting may adjourn to the site for inspection of the property. If, as a result of the questions raised at the meeting, the RFP is revised or additional information is provided, this information will be sent to all interested parties.

**Schedule:**

The following dates have been established, but are subject to change at the City's option. The City of Swartz Creek reserves the right to invite a presentation of the proposals.

RFP Issued September 10, 2008  
Pre-Bid Meeting September 18, 2008 at 2:00 p.m.  
RFP Response Deadline October 2, 2008 at 4:00 p.m.  
Presentations by Invitation To Be Announced  
Council Selection Tentative, October 2008  
Agreement Negotiated/Approved Within 30 Days of Selection  
Commence Construction Spring, 2009

**Non Refundable Deposit:**

As a good faith commitment to proceed, a mutually agreeable, non-refundable deposit will be required upon the signing of a purchase agreement with the City. This money will be applied to the purchase price upon closing. If, however, the agreement is breached by the Developer, voided or rescinded, the deposit will be forfeited to the City.

Make checks payable to City of Swartz Creek  
8083 Civic Drive, Swartz Creek, Michigan, 48473  
Phone: 635-4464 Fax: 635-2887

### PARK RULES

### CITY OF SWARTZ CREEK PAVILION RESERVATION REQUEST

- Reservation holder must be present at all times and is responsible for all guests and clean-up.
- No alcoholic beverages permitted.
- No open fires (BBQ for food preparation only).
- Pets must be leashed and their waste disposed of properly.
- No pets are allowed in the playscapes or playground equipment areas.
- No defacing of park property, including lawn plantings and tree damage from climbing, swinging, etc.
- No fundraising activities, organizational or public meetings, including gambling, revival acts, unless approved by City Council.
- No parking on lawn or sidewalks.
- No loud music, excessive noise, fireworks, or firearms/weapons allowed in parks.
- No roller blades or skateboards on or in the playscapes, tennis and basketball courts.
- **Park hours** are from **8:00 AM until Dusk** – NO CAMPING!
- Have fun with friends and family.

Today's Date: \_\_\_\_\_

Name of Responsible Party: \_\_\_\_\_

Address: \_\_\_\_\_

Phone where you may be reached: \_\_\_\_\_

Date of Reservation: \_\_\_\_\_

Nature of Activity: \_\_\_\_\_

Number of Guests (Estimated): \_\_\_\_\_

**Elms Park**

4125 Elms Road

- ( ) #1 Pavilion R-\$35 NR-\$50
- ( ) #2 Pavilion R-\$75 NR-\$100
- ( ) #3 Pavilion R-\$20 NR-\$35
- ( ) #4 Pavilion R-\$75 NR-\$100
- ( ) #5 Pavilion – First Come

**Winshall Park**

5225 Winshall Drive

- ( ) #1 Pavilion R-\$35 NR-\$50
- ( ) #2 Pavilion R-\$35 NR-\$50
- ( ) #3 Pavilion R-\$35 NR-\$50
- ( ) #4 Pavilion – First Come

R=Resident – NR=Non Resident

Fees are for weekends only.

Non-Reservable: Playscapes, Restrooms, Play Equipment, Tennis Courts, Volleyball Courts, and Basketball Courts. Ball Diamonds can be requested during the week by submitting a schedule to the City offices including dates, times, ball diamond location, and group requesting the reservation, all of which will be reviewed and scheduled administratively.

All monies must be paid within ten (10) working days after request is accepted. Only cash payments will be accepted for a rental date of five days or less. Any cancellations must be made two (2) weeks prior to event date, failure to do so will result in the loss of pavilion fee! **ABSOLUTELY NO REFUNDS DUE TO WEATHER!!!**

I hereby accept responsibility for the care and reasonable clean-up of the above described facilities and for any damages that occur while in use.

SIGNATURE: \_\_\_\_\_ / DATE: \_\_\_/\_\_\_/\_\_\_

\*\*\*\*\*

**OFFICE USE ONLY**

Date of Rental: \_\_\_\_\_

Employee's Initials: \_\_\_\_\_

Receipt #: \_\_\_\_\_

Total amount due: \$ \_\_\_\_\_

Payment needed by: \_\_\_/\_\_\_/\_\_\_

If there are problems at the park, contact the Swartz Creek City Police at 635-4401 or 911.

Reservation has been made through the City Offices for the following park pavilion:

**Elms Park**

4125 Elms Road

or

**Winshall Park**

5225 Winshall Drive

Pavilion # \_\_\_\_\_

Pavilion # \_\_\_\_\_

On this date: \_\_\_\_\_

Permit Holder: \_\_\_\_\_

Authorizing City Official Signature: \_\_\_\_\_

### PROOF OF RESERVATION

| FY 09 Recommended Budget                              |               |               |               |              |               |               |               |   |
|---|---------------|---------------|---------------|--------------|---------------|---------------|---------------|---|
| Actual  |               |               |               |              |               |               |               |   |
|   | Prior Year    | Original      | Amended       | thru Mar     | Estimated     |               | Recommend     | Comments                                |
|   | Actual        | Budget        | Budget        | 21           | YE Total      | Requested     | ed            |   |
| <b>Dept: 450.000 Forestry Program</b>                 |               |               |               |              |               |               |               |   |
| 726.000 Supplies                                      | 0             | 500           | 500           | 0            | 100           | 500           | 500           | Supplies                                |
| 801.000 Contractual Services                          | 3,460         | 500           | 500           | 0            | 100           | 500           | 500           | Contractual Services                    |
| 941.000 Equipment Rental                              | 7             | 25            | 25            | 62           | 100           | 25            | 100           | Equipment Rental                        |
| <b>Forestry Program</b>                               | <b>3,467</b>  | <b>1,025</b>  | <b>1,025</b>  | <b>62</b>    | <b>300</b>    | <b>1,025</b>  | <b>1,100</b>  | <b>Forestry Program</b>                 |
| <b>Dept: 538.500 Intercommunity storm drains</b>      |               |               |               |              |               |               |               |   |
| 801.000 Contractual Services                          | 844           | 850           | 850           | 0            | 100           | 1,000         | 1,000         | Contractual Services                    |
| 801.700 Storm/Wtr Shed Permit Fees                    | 10,699        | 8,700         | 8,700         | 5,024        | 8,700         | 15,700        | 11,000        | Storm/Wtr Shed Permit Fees              |
| 803.000 Drain Repairs                                 | 400           | 2,000         | 2,000         | 2,438        | 2,500         | 2,000         | 2,000         | Drain Repairs                           |
| <b>Intercommunity storm drains</b>                    | <b>11,943</b> | <b>11,550</b> | <b>11,550</b> | <b>7,462</b> | <b>11,300</b> | <b>18,700</b> | <b>14,000</b> | <b>Intercommunity storm drains</b>      |
| <b>Dept: 781.000 Facilities - Pajtas Amphitheater</b> |               |               |               |              |               |               |               |   |
| 702.000 Wages   | 314           | 0             | 0             | 21           | 30            | 0             | 0             | Wages                                   |
| 704.100 FICA - Employer's Share                       | 19            | 0             | 0             | 1            | 2             | 0             | 0             | FICA - Employer's Share                 |
| 704.200 Medicare - Employer's Share                   | 5             | 0             | 0             | 0            | 0             | 0             | 0             | Medicare - Employer's Share             |
| 705.000 Medical Insurance - ER                        | 0             | 0             | 0             | 0            | 0             | 0             | 0             | Medical Insurance - ER                  |
| 705.100 Vision Benefits                               | 0             | 0             | 0             | 0            | 0             | 0             | 0             | Vision Benefits                         |
| 705.200 Dental Benefits                               | 0             | 0             | 0             | 0            | 0             | 0             | 0             | Dental Benefits                         |
| 706.000 Life Insurance - ER cost                      | 0             | 0             | 0             | 0            | 0             | 0             | 0             | Life Insurance - ER cost                |
| 707.000 Retirement Contributions-ER                   | 10            | 0             | 0             | 0            | 0             | 0             | 0             | Retirement Contributions-ER             |
| 708.000 Sick & Accident Premiums-ER                   | 0             | 0             | 0             | 0            | 0             | 0             | 0             | Sick & Accident Premiums-ER             |
| 726.000 Supplies                                      | 0             | 250           | 250           | 0            | 0             | 0             | 0             | Supplies                                |
| 801.000 Contractual Services                          | 0             | 500           | 500           | 0            | 50            | 1,000         | 500           | Contractual Services                    |
| 920.000 Utilities                                     | 0             | 0             | 0             | 0            | 0             | 0             | 0             | Utilities                               |
| 930.000 Repairs and Maintenance                       | 945           | 2,500         | 2,500         | 630          | 1,200         | 1,700         | 1,000         | Repairs and Maintenance                 |
| 941.000 Equipment Rental                              | 87            | 100           | 100           | 0            | 100           | 100           | 100           | Equipment Rental                        |
| 961.000 Miscellaneous                                 | 0             | 100           | 100           | 0            | 100           | 100           | 100           | Miscellaneous                           |
| 976.000 Equipment                                     | 0             | 50            | 50            | 0            | 50            | 150           | 150           | Equipment                               |
| <b>Facilities - Pajtas Amphitheater</b>               | <b>1,380</b>  | <b>3,500</b>  | <b>3,500</b>  | <b>653</b>   | <b>1,532</b>  | <b>3,050</b>  | <b>1,850</b>  | <b>Facilities - Pajtas Amphitheater</b> |
| <b>Dept: 782.000 Facilities - Winshall Park</b>       |               |               |               |              |               |               |               |   |
| 702.000 Wages   | 8,119         | 5,614         | 5,614         | 5,713        | 8,029         | 5,634         | 4,344         | Wages                                   |
| 704.100 FICA - Employer's Share                       | 523           | 348           | 348           | 354          | 498           | 349           | 269           | FICA - Employer's Share                 |
| 704.200 Medicare - Employer's Share                   | 122           | 81            | 81            | 83           | 116           | 82            | 63            | Medicare - Employer's Share             |
| 705.000 Medical Insurance - ER                        | 958           | 1,464         | 1,464         | 828          | 1,163         | 1,741         | 1,357         | Medical Insurance - ER                  |
| 705.100 Vision Benefits                               | 7             | 8             | 8             | 6            | 8             | 11            | 9             | Vision Benefits                         |
| 705.200 Dental Benefits                               | 96            | 110           | 110           | 79           | 111           | 156           | 112           | Dental Benefits                         |
| 706.000 Life Insurance - ER cost                      | 9             | 17            | 17            | 6            | 8             | 18            | 16            | Life Insurance - ER cost                |
| 707.000 Retirement Contributions-ER                   | 480           | 621           | 621           | 557          | 783           | 714           | 672           | Retirement Contributions-ER             |

FY 09 Recommended Budget

|   | Prior Year    | Original      | Amended       | Actual        | Estimated     | Recommended   | Comments                                 |
|---|---------------|---------------|---------------|---------------|---------------|---------------|--|
|   | Actual        | Budget        | Budget        | thru Mar 21   | YE Total      | Requested     |  |
| 708.000 Sick & Accident Premiums-ER                 | 60            | 82            | 82            | 46            | 65            | 92            | 80 Sick & Accident Premiums-ER           |
| 726.000 Supplies                                    | 425           | 1,500         | 1,500         | 284           | 500           | 1,700         | 1,200 Supplies                           |
| 801.000 Contractual Services                        | 773           | 800           | 800           | 50            | 200           | 800           | 800 Contractual Services                 |
| 920.000 Utilities                                   | 383           | 800           | 800           | 892           | 1,000         | 1,900         | 1,900 Utilities                          |
| 930.000 Repairs and Maintenance                     | 6,368         | 9,000         | 9,000         | 4,725         | 7,000         | 17,700        | 13,000 Repairs and Maintenance           |
| 941.000 Equipment Rental                            | 1,877         | 1,800         | 1,800         | 1,805         | 2,000         | 2,000         | 2,000 Equipment Rental                   |
| 961.000 Miscellaneous                               | 0             | 100           | 100           | 0             | 100           | 100           | 100 Miscellaneous                        |
| 976.000 Equipment                                   | 0             | 1,800         | 1,800         | 0             | 500           | 1,100         | 1,100 Equipment                          |
| <b>Facilities - Winshall Park</b>                   | <b>20,200</b> | <b>24,145</b> | <b>24,145</b> | <b>15,427</b> | <b>22,082</b> | <b>34,097</b> | <b>27,022 Facilities - Winshall Park</b> |
| <b>Dept: 783.000 Facilities - Elms Rd Park</b>      |               |               |               |               |               |               |  |
| 702.000 Wages                                       | 14,098        | 11,367        | 11,367        | 10,285        | 14,454        | 11,492        | 9,575 Wages                              |
| 704.100 FICA - Employer's Share                     | 914           | 705           | 705           | 638           | 896           | 713           | 594 FICA - Employer's Share              |
| 704.200 Medicare - Employer's Share                 | 214           | 165           | 165           | 149           | 210           | 167           | 139 Medicare - Employer's Share          |
| 705.000 Medical Insurance - ER                      | 2,039         | 2,355         | 2,355         | 1,612         | 2,266         | 2,866         | 2,482 Medical Insurance - ER             |
| 705.100 Vision Benefits                             | 15            | 14            | 14            | 10            | 14            | 19            | 16 Vision Benefits                       |
| 705.200 Dental Benefits                             | 195           | 194           | 194           | 138           | 194           | 257           | 214 Dental Benefits                      |
| 706.000 Life Insurance - ER cost                    | 18            | 25            | 25            | 9             | 13            | 27            | 25 Life Insurance - ER cost              |
| 707.000 Retirement Contributions-ER                 | 1,025         | 1,227         | 1,227         | 893           | 1,255         | 1,415         | 1,373 Retirement Contributions-ER        |
| 708.000 Sick & Accident Premiums-ER                 | 122           | 135           | 135           | 68            | 95            | 153           | 141 Sick & Accident Premiums-ER          |
| 726.000 Supplies                                    | 4,226         | 2,500         | 2,500         | 926           | 1,800         | 2,800         | 2,800 Supplies                           |
| 801.000 Contractual Services                        | 1,498         | 500           | 500           | 525           | 1,500         | 1,500         | 1,500 Contractual Services               |
| 920.000 Utilities                                   | 1,227         | 1,800         | 1,800         | 970           | 1,500         | 2,340         | 2,340 Utilities                          |
| 930.000 Repairs and Maintenance                     | 11,173        | 25,000        | 25,000        | 7,700         | 15,000        | 26,300        | 22,000 Repairs and Maintenance           |
| 941.000 Equipment Rental                            | 3,698         | 3,000         | 3,000         | 3,113         | 4,000         | 3,000         | 4,000 Equipment Rental                   |
| 961.000 Miscellaneous                               | 0             | 100           | 100           | 0             | 100           | 100           | 100 Miscellaneous                        |
| 976.000 Equipment                                   | 0             | 4,000         | 4,000         | 0             | 500           | 160           | 1,000 Equipment                          |
| <b>Facilities - Elms Rd Park</b>                    | <b>40,462</b> | <b>53,087</b> | <b>53,087</b> | <b>27,036</b> | <b>43,797</b> | <b>53,309</b> | <b>48,299 Facilities - Elms Rd Park</b>  |
| <b>Dept: 784.000 Facilities - Bicentennial Park</b> |               |               |               |               |               |               |  |
| 702.000 Wages                                       | 774           | 1,044         | 1,044         | 390           | 548           | 1,063         | 949 Wages                                |
| 704.100 FICA - Employer's Share                     | 53            | 65            | 65            | 24            | 34            | 66            | 59 FICA - Employer's Share               |
| 704.200 Medicare - Employer's Share                 | 12            | 15            | 15            | 6             | 8             | 15            | 14 Medicare - Employer's Share           |
| 705.000 Medical Insurance - ER                      | 77            | 162           | 162           | 0             | 0             | 204           | 204 Medical Insurance - ER               |
| 705.100 Vision Benefits                             | 1             | 1             | 1             | 0             | 0             | 1             | 1 Vision Benefits                        |
| 705.200 Dental Benefits                             | 9             | 15            | 15            | 0             | 0             | 18            | 18 Dental Benefits                       |
| 706.000 Life Insurance - ER cost                    | 1             | 1             | 1             | 0             | 0             | 2             | 2 Life Insurance - ER cost               |
| 707.000 Retirement Contributions-ER                 | 35            | 110           | 110           | 43            | 61            | 127           | 127 Retirement Contributions-ER          |
| 708.000 Sick & Accident Premiums-ER                 | 5             | 10            | 10            | 0             | 0             | 11            | 11 Sick & Accident Premiums-ER           |
| 726.000 Supplies                                    | 0             | 100           | 100           | 0             | 0             | 0             | 0 Supplies                               |
| 801.000 Contractual Services                        | 0             | 100           | 100           | 0             | 0             | 0             | 0 Contractual Services                   |

FY 09 Recommended Budget

|   | Prior Year    | Original      | Amended       | Actual        | Estimated     | Recommended   | Comments                                       |
|---|---------------|---------------|---------------|---------------|---------------|---------------|--|
|   | Actual        | Budget        | Budget        | thru Mar 21   | YE Total      | Requested     |  |
| 920.000 Utilities                                     | 0             | 200           | 200           | 0             | 0             | 0             | 0 Utilities                                    |
| 930.000 Repairs and Maintenance                       | 840           | 1,650         | 1,650         | 599           | 1,000         | 2,900         | 1,500 Repairs and Maintenance                  |
| 941.000 Equipment Rental                              | 339           | 250           | 250           | 103           | 250           | 250           | 250 Equipment Rental                           |
| 961.000 Miscellaneous                                 | 0             | 100           | 100           | 0             | 50            | 100           | 100 Miscellaneous                              |
| <b>Facilities - Bicentennial Park</b>                 | <b>2,146</b>  | <b>3,823</b>  | <b>3,823</b>  | <b>1,165</b>  | <b>1,951</b>  | <b>4,757</b>  | <b>3,235 Facilities - Bicentennial Park</b>    |
| <b>Dept: 787.000 Veterans Memorial Park</b>           |               |               |               |               |               |               |  |
| 801.000 Contractual Services                          | 4,973         | 0             | 0             | 0             | 0             | 500           | 500 Contractual Services                       |
| 920.000 Utilities                                     | 568           | 1,000         | 1,000         | 495           | 800           | 1,500         | 1,500 Utilities                                |
| 930.000 Repairs and Maintenance                       | 0             | 1,200         | 1,200         | 470           | 900           | 5,300         | 2,000 Repairs and Maintenance                  |
| <b>Veterans Memorial Park</b>                         | <b>5,541</b>  | <b>2,200</b>  | <b>2,200</b>  | <b>966</b>    | <b>1,700</b>  | <b>7,300</b>  | <b>4,000 Veterans Memorial Park</b>            |
| <b>Dept: 790.000 Facilities-Senior Center/Library</b> |               |               |               |               |               |               |  |
| 702.000 Wages   | 9,180         | 4,802         | 4,802         | 6,680         | 9,388         | 4,891         | 4,432 Wages                                    |
| 704.100 FICA - Employer's Share                       | 583           | 298           | 298           | 414           | 582           | 303           | 275 FICA - Employer's Share                    |
| 704.200 Medicare - Employer's Share                   | 136           | 70            | 70            | 97            | 136           | 71            | 64 Medicare - Employer's Share                 |
| 705.000 Medical Insurance - ER                        | 646           | 1,172         | 1,172         | 552           | 776           | 1,376         | 1,376 Medical Insurance - ER                   |
| 705.100 Vision Benefits                               | 5             | 7             | 7             | 4             | 5             | 9             | 9 Vision Benefits                              |
| 705.200 Dental Benefits                               | 70            | 98            | 98            | 50            | 70            | 114           | 114 Dental Benefits                            |
| 706.000 Life Insurance - ER cost                      | 6             | 15            | 15            | 4             | 6             | 16            | 16 Life Insurance - ER cost                    |
| 707.000 Retirement Contributions-ER                   | 323           | 586           | 586           | 368           | 517           | 684           | 684 Retirement Contributions-ER                |
| 708.000 Sick & Accident Premiums-ER                   | 38            | 71            | 71            | 31            | 43            | 81            | 81 Sick & Accident Premiums-ER                 |
| 726.000 Supplies                                      | 1,137         | 1,800         | 1,800         | 832           | 1,400         | 2,000         | 2,000 Supplies                                 |
| 726.500 Supplies - Mats                               | 855           | 500           | 500           | 497           | 800           | 680           | 800 Supplies - Mats                            |
| 801.000 Contractual Services                          | 300           | 1,500         | 1,500         | 0             | 0             | 0             | 0 Contractual Services                         |
| 920.000 Utilities                                     | 9,648         | 12,000        | 12,000        | 6,998         | 12,000        | 15,000        | 13,000 Utilities                               |
| 930.000 Repairs and Maintenance                       | 7,637         | 6,000         | 6,000         | 5,430         | 8,000         | 17,380        | 12,000 Repairs and Maintenance                 |
| 941.000 Equipment Rental                              | 860           | 1,000         | 1,000         | 526           | 1,000         | 1,000         | 1,000 Equipment Rental                         |
| 961.000 Miscellaneous                                 | 0             | 100           | 100           | 0             | 100           | 100           | 100 Miscellaneous                              |
| 976.000 Equipment                                     | 0             | 2,800         | 2,800         | 68            | 500           | 1,000         | 1,000 Equipment                                |
| <b>Facilities-Senior Center/Library</b>               | <b>31,424</b> | <b>32,819</b> | <b>32,819</b> | <b>22,550</b> | <b>35,323</b> | <b>44,705</b> | <b>36,951 Facilities-Senior Center/Library</b> |
| <b>Dept: 792.000 Facilities-Public Safety Bldg</b>    |               |               |               |               |               |               |  |
| 702.000 Wages   | 7,725         | 7,205         | 7,205         | 6,635         | 9,326         | 7,338         | 6,617 Wages                                    |
| 704.100 FICA - Employer's Share                       | 484           | 447           | 447           | 411           | 578           | 455           | 410 FICA - Employer's Share                    |
| 704.200 Medicare - Employer's Share                   | 113           | 104           | 104           | 96            | 135           | 106           | 96 Medicare - Employer's Share                 |
| 705.000 Medical Insurance - ER                        | 149           | 1,544         | 1,544         | 349           | 490           | 1,846         | 1,846 Medical Insurance - ER                   |
| 705.100 Vision Benefits                               | 1             | 10            | 10            | 2             | 3             | 12            | 12 Vision Benefits                             |
| 705.200 Dental Benefits                               | 13            | 134           | 134           | 31            | 43            | 156           | 156 Dental Benefits                            |
| 706.000 Life Insurance - ER cost                      | 1             | 18            | 18            | 3             | 4             | 20            | 20 Life Insurance - ER cost                    |
| 707.000 Retirement Contributions-ER                   | 153           | 839           | 839           | 307           | 431           | 977           | 977 Retirement Contributions-ER                |

FY 09 Recommended Budget

|   | Prior Year    | Original      | Amended       | Actual        | Estimated     | Recommended   | Comments   |
|---|---------------|---------------|---------------|---------------|---------------|---------------|--|
|   | Actual        | Budget        | Budget        | thru Mar      | YE Total      | Requested     | ed   |
| 627.000 Charges for Services                              | 3,648         | 2,000         | 2,000         | 822           | 1,000         | 2,000         | 2,000 Charges for Services                         |
| 656.000 Parking Fees                                      | 670           | 500           | 500           | 715           | 715           | 700           | 700 Parking Fees                                   |
| 657.000 Ordinance Fees                                    | 52,613        | 48,000        | 48,000        | 30,357        | 48,000        | 48,000        | 48,000 Ordinance Fees                              |
| 668.000 Police Cost Recovery                              | 7,708         | 1,000         | 1,000         | 23            | 50            | 7,500         | 7,500 Police Cost Recovery                         |
| 668.100 PA302 Law Enf Dist                                | 2,309         | 2,000         | 2,000         | 1,213         | 2,300         | 2,400         | 2,300 PA302 Law Enf Dist                           |
| 677.000 Reimbursements                                    | 218           | 100           | 100           | 605           | 605           | 500           | 500 Reimbursements                                 |
| <b>Police Dept</b>  | <b>71,512</b> | <b>56,700</b> | <b>56,700</b> | <b>36,831</b> | <b>55,770</b> | <b>64,200</b> | <b>64,100 Police Dept</b>                          |
| <b>Dept: 303.000 Public Safety - Schools</b>              |               |               |               |               |               |               |  |
| 627.000 Charges for Services                              | 53,816        | 48,000        | 48,000        | 0             | 54,000        | 55,000        | 55,000 Charges for Services                        |
| <b>Public Safety - Schools</b>                            | <b>53,816</b> | <b>48,000</b> | <b>48,000</b> | <b>0</b>      | <b>54,000</b> | <b>55,000</b> | <b>55,000 Public Safety - Schools</b>              |
| <b>Dept: 304.000 Canine Program</b>                       |               |               |               |               |               |               |  |
| 674.000 Contributions & Donations                         | 0             | 0             | 15,000        | 16,000        | 16,000        | 2,000         | 2,000 Contributions & Donations                    |
| <b>Canine Program</b>                                     | <b>0</b>      | <b>0</b>      | <b>15,000</b> | <b>16,000</b> | <b>16,000</b> | <b>2,000</b>  | <b>2,000 Canine Program</b>                        |
| <b>Dept: 336.000 Fire Department</b>                      |               |               |               |               |               |               |  |
| 677.000 Reimbursements                                    | 4,513         | 4,000         | 4,000         | 4,492         | 4,492         | 4,000         | 4,000 Reimbursements                               |
| 677.300 Reimbursement from Clayton Tw                     | 0             | 0             | 0             | 8,500         | 8,500         | 0             | 0 Reimbursement from Clayton Twp                   |
| <b>Fire Department</b>                                    | <b>4,513</b>  | <b>4,000</b>  | <b>4,000</b>  | <b>12,992</b> | <b>12,992</b> | <b>4,000</b>  | <b>4,000 Fire Department</b>                       |
| <b>Dept: 410.000 Building &amp; Zoning &amp; Planning</b> |               |               |               |               |               |               |  |
| 477.000 Building Permits                                  | 14,503        | 30,000        | 30,000        | 12,897        | 15,000        | 12,000        | 15,000 Building Permits                            |
| 478.000 Other Permits                                     | 6,960         | 2,000         | 2,000         | 2,297         | 2,300         | 2,000         | 2,500 Other Permits                                |
| 627.000 Charges for Services                              | 34            | 500           | 500           | 86            | 200           | 200           | 200 Charges for Services                           |
| <b>Building &amp; Zoning &amp; Planning</b>               | <b>21,497</b> | <b>32,500</b> | <b>32,500</b> | <b>15,281</b> | <b>17,500</b> | <b>14,200</b> | <b>17,700 Building &amp; Zoning &amp; Planning</b> |
| <b>Dept: 448.000 Lighting</b>                             |               |               |               |               |               |               |  |
| 589.000 Condo Lighting                                    | 6,670         | 6,575         | 6,575         | 4,383         | 6,500         | 6,500         | 6,500 Condo Lighting                               |
| 589.100 Clayton-Bristol Rd St Lighting                    | 594           | 594           | 594           | 632           | 632           | 625           | 625 Clayton-Bristol Rd St Lighting                 |
| 589.200 Carriage Commons Lighting Reim                    | 1,051         | 1,147         | 1,147         | 669           | 669           | 1,100         | 1,100 Carriage Commons Lighting Reim               |
| 589.300 Heritage Street Lighting                          | 2,254         | 0             | 0             | 406           | 406           | 200           | 1,180 Heritage Street Lighting                     |
| 589.400 Springbrook East St Lighting                      | 0             | 0             | 0             | 0             | 0             | 0             | 850 Springbrook East St Lighting                   |
| <b>Lighting</b>   | <b>10,569</b> | <b>8,316</b>  | <b>8,316</b>  | <b>6,090</b>  | <b>8,207</b>  | <b>8,425</b>  | <b>10,255 Lighting</b>                             |
| <b>Dept: 781.000 Facilities - Pajtas Amphitheater</b>     |               |               |               |               |               |               |  |
| 674.000 Contributions and Donations                       | 0             | 0             | 0             | 4             | 4             | 0             | 0 Contributions and Donations                      |
| <b>Facilities - Pajtas Amphitheate</b>                    | <b>0</b>      | <b>0</b>      | <b>0</b>      | <b>4</b>      | <b>4</b>      | <b>0</b>      | <b>0 Facilities - Pajtas Amphitheater</b>          |
| <b>Dept: 782.000 Facilities - Winshall Park</b>           |               |               |               |               |               |               |  |
| 651.000 Use and Admission Fee                             | 865           | 300           | 300           | 380           | 500           | 500           | 500 Use and Admission Fee                          |
| <b>Facilities - Winshall Park</b>                         | <b>865</b>    | <b>300</b>    | <b>300</b>    | <b>380</b>    | <b>500</b>    | <b>500</b>    | <b>500 Facilities - Winshall Park</b>              |

|   |                                      | FY 09 Recommended Budget |                  |                  |                  |                  |                              |  |  |
|---|--------------------------------------|--------------------------|------------------|------------------|------------------|------------------|------------------------------|--|--|
|   |                                      |                          |                  |                  | Actual           |                  |                              |  |  |
|   | Prior Year                           | Original                 | Amended          | thru Mar         | Estimated        |                  | Recommend                    | Comments                               |  |
|   | Actual                               | Budget                   | Budget           | 21               | YE Total         | Requested        | ed                           |  |  |
| <b>Dept: 783.000 Facilities - Elms Rd Park</b>        |                                      |                          |                  |                  |                  |                  |                              |  |  |
| 651.000   | Use and Admission Fee                | 6,125                    | 4,500            | 4,500            | 3,635            | 4,500            | 4,500                        | Use and Admission Fee                  |  |
| 677.000   | Reimbursements                       | 0                        | 0                | 0                | 0                | 0                | 0                            | Reimbursements                         |  |
|   | <b>Facilities - Elms Rd Park</b>     | <b>6,125</b>             | <b>4,500</b>     | <b>4,500</b>     | <b>3,635</b>     | <b>4,500</b>     | <b>4,500</b>                 | <b>Facilities - Elms Rd Park</b>       |  |
| <b>Dept: 790.000 Facilities-Senior Center/Library</b> |                                      |                          |                  |                  |                  |                  |                              |  |  |
| 674.000   | Contributions and Donations          | 0                        | 0                | 0                | 4                | 4                | 0                            |  |  |
| 677.100   | Reimbursements for Library           | 1,250                    | 1,250            | 1,250            | 1,250            | 1,250            | 1,250                        | Reimbursements for Library             |  |
|   | <b>Facilities-Senior Center/Libr</b> | <b>1,250</b>             | <b>1,250</b>     | <b>1,250</b>     | <b>1,254</b>     | <b>1,254</b>     | <b>1,250</b>                 | <b>Facilities-Senior Center/Libr</b>   |  |
| <b>Dept: 792.000 Facilities-Public Safety Bldg</b>    |                                      |                          |                  |                  |                  |                  |                              |  |  |
| 627.000   | Charges for Services                 | 8,913                    | 6,500            | 6,500            | 4,930            | 9,000            | 9,000                        | Charges for Services                   |  |
|   | <b>Facilities-Public Safety Bldg</b> | <b>8,913</b>             | <b>6,500</b>     | <b>6,500</b>     | <b>4,930</b>     | <b>9,000</b>     | <b>9,000</b>                 | <b>Facilities-Public Safety Bldg</b>   |  |
| <b>Dept: 794.000 Community Promotions Program</b>     |                                      |                          |                  |                  |                  |                  |                              |  |  |
| 677.000   | Reimbursements                       | 82                       | 0                | 0                | 1,196            | 1,196            | 0                            | Reimbursements                         |  |
|   | <b>Community Promotions Progr</b>    | <b>82</b>                | <b>0</b>         | <b>0</b>         | <b>1,196</b>     | <b>1,196</b>     | <b>0</b>                     | <b>Community Promotions Program</b>    |  |
| <b>Dept: 796.000 Facilities - Cemetary</b>            |                                      |                          |                  |                  |                  |                  |                              |  |  |
| 490.000   | Burial Lot Sale                      | 400                      | 400              | 400              | 200              | 200              | 200                          | Burial Lot Sale                        |  |
|   | <b>Facilities - Cemetary</b>         | <b>400</b>               | <b>400</b>       | <b>400</b>       | <b>200</b>       | <b>200</b>       | <b>200</b>                   | <b>Facilities - Cemetary</b>           |  |
| <b>Dept: 931.000 Transfers IN</b>                     |                                      |                          |                  |                  |                  |                  |                              |  |  |
| 699.401   | Transfer In from 401 Fund            | 0                        | 0                | 0                | 0                | 0                | 0                            | Transfer In from 401 Fund              |  |
|   | <b>Transfers IN</b>                  | <b>0</b>                 | <b>0</b>         | <b>0</b>         | <b>0</b>         | <b>0</b>         | <b>0</b>                     | <b>Transfers IN</b>                    |  |
|   | <b>General Fund Operating Reven</b>  | <b>2,171,661</b>         | <b>2,102,162</b> | <b>2,117,162</b> | <b>1,671,946</b> | <b>2,069,257</b> | <b>2,077,572</b>             | <b>General Fund Operating Revenues</b> |  |
|   | <b>General Fund Project Revenue</b>  | <b>62,904</b>            | <b>86,000</b>    | <b>82,771</b>    | <b>11,002</b>    | <b>17,773</b>    | <b>20,000</b>                | <b>General Fund Project Revenues</b>   |  |
|   | <b>General Fund Total Revenues</b>   | <b>2,234,565</b>         | <b>2,188,162</b> | <b>2,199,933</b> | <b>1,682,948</b> | <b>2,087,030</b> | <b>2,097,572</b>             | <b>General Fund Total Revenues</b>     |  |
| <b>Fund: 202 Major Street Fund</b>                    |                                      |                          |                  |                  |                  |                  | <b>202 Major Street Fund</b> |  |  |
| <b>Revenues</b>                                       |                                      |                          |                  |                  |                  |                  |                              |  |  |
| 569.000   | Act 51 Revenues                      | 262,577                  | 262,000          | 262,000          | 151,366          | 257,000          | 258,000                      | Act 51 Revenues                        |  |
| 664.000   | Interest Income                      | 41,194                   | 35,000           | 35,000           | 16,950           | 24,203           | 30,000                       | Interest Income                        |  |
|   | <b>General</b>                       | <b>303,771</b>           | <b>297,000</b>   | <b>297,000</b>   | <b>168,316</b>   | <b>281,203</b>   | <b>288,000</b>               | <b>General</b>                         |  |
| <b>Dept: 449.500 Right of Way - General</b>           |                                      |                          |                  |                  |                  |                  |                              |  |  |
| 478.000   | Other Permits                        | 50                       | 0                | 0                | 0                | 0                | 0                            | Other Permits                          |  |
|   | <b>Right of Way - General</b>        | <b>50</b>                | <b>0</b>         | <b>0</b>         | <b>0</b>         | <b>0</b>         | <b>0</b>                     | <b>Right of Way - General</b>          |  |





# ROWE INCORPORATED

Engineering • Surveying • Aerial Photograph/Mapping • Landscape Architecture • Planning Development

P.O. Box 3748  
Flint, MI 48502  
Ph: (810) 341-7500  
Fx: (810) 341-7573

## TELECOPY COVER PAGE

Date: 10-2-08 Fax No.: 810-635-2887  
 To: Tom S. / Paul B. / Admin?  
Ke: Elms Road  
 From: Low Henry

Number of pages (including this page): \_\_\_\_\_

Any questions regarding this transmission contact: \_\_\_\_\_

Phone: (810) 341-7500

Fax: (810) 341-7573

Message:

The original of the fax message transmitted herewith

will not be sent to the Recipient

will be sent to the Recipient via the  U.S. Postal Service  UPS or  Other ()

This communication contains privileged or confidential information intended exclusively for the use of the Person(s) or Entity named above. If the reader of this cover page is not the intended Recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please telephone (collect) the Sender immediately. Thank you very much.

## MEMORANDUM

**To:** Paul Bueche, City of Swartz Creek  
Tom Svrcek, City of Swartz Creek  
Adam Zettel, City of Swartz Creek  
Tom Gatza, Ace Asphalt

**From:** Lou Floury, P.E.

**Subject:** City of Swartz Creek  
Elms Road Improvement  
STU 25402, JN 102271A  
**Punchlist**

**Date:** October 1, 2008

---

Based on our inspection of the site with city staff, the following items need to be addressed prior to closing out the project:

1. Street Signs-

As you are aware, the Elms Road Sign currently reads as "Elm Road"; these signs will need to be replaced.

2. Cleanup-

Barrels and equipment remain on the parcel west of Elms across from #3365; this area should be cleaned up.

#4126 - Silt fence remains around a storm catch basin, this should be removed.

All construction stakes should be removed from the project site.

3. Drainage-

#3441 - A drainage problem north of the driveway is apparent. It appears the finished grade at the downstream culvert invert is holding back flow; this should be lowered to match the culvert pipe.

#3429 - There is standing water south of the catch basin; this area should be re-graded to allow positive flow to the manhole.

#3424 - The ditch south of the drive holds water, this should be re-graded to allow positive flow through the culvert to the south.

#### 4. Restoration-

The following properties will require additional restoration:

North and south park entrances

#4061

#4035

#6509 (Bristol)

#3475 (also includes fill at drive culvert in wash out area)

#3424 (restoration in yard beyond ditch)

#3415 (it appears mulch blanket has washed out)

#3391

#3339

#3307 (restoration in yard beyond ditch)

#3235 (ditch was cleaned out with no restoration work done)

#4084

200' North of I-69 overpass west side of the road (at curb)

#### 5. Limestone Shoulders-

#3433/#3483 -- East edge of limestone shoulder needs to be brought up to grade.

#3247 -- A small sink hole is apparent near the drive, this area should be filled in and re-graded.

#### 6. Mailboxes-

The following mailboxes need to be straightened:

#3424

#3317

#3307

#3259

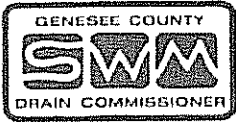
#3247

#3498 / #3474 -- (reposition further from road)

#### 7. Misc.-

The telephone manhole at the intersection of Bristol and Elms (north side) needs to be adjusted to match the existing grade.

R:\sdsk\Proj\07c0233\Doc\punchlist.docR:\sdsk\Proj\07c0233\Doc\punchlist.doc



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

-DIVISION OF-  
SURFACE WATER MANAGEMENT

JEFFREY WRIGHT  
COMMISSIONER

G-4608 BEECHER ROAD, FLINT, MI 48532  
PHONE (810) 732-1590 FAX (810) 732-1474

September 22, 2008

Richard Abrams, Mayor  
City of Swartz Creek  
8083 Civic Dr  
Swartz Creek, MI 48473

RE: Stormwater Management Contracts, Amendment II

Dear Mr. Abrams:

The Genesee County Board of Commissioners has designated the Drain Commissioner, 342 Agency in Genesee County for the Genesee County Storm Water Management System.

Through the cooperation of the municipalities and the county a joint effort was put forth and the county and the municipalities have received Certificate of Coverage (COC) for NPDES Phase II.

The next objective of the Storm Water Management System is to continue development and implementation and renew the COC for the new permit cycle. The Surface Water Advisory Committee has met and recommended these changes to the contract. These changes include extending the contract to May 1, 2013, which is the time period under the permit and COC, to complete the work outlined and to provide for allocating the costs incurred to complete this work.

In order to meet these objectives, I am enclosing a resolution and a copy of the amended contract that will provide for these services.

This amendment contract will be the next step in allowing the municipalities to stay in compliance with Phase II requirements in a countywide cooperative system. As soon as all governmental units, within Genesee County, participating in the countywide Phase II system have passed their respective resolutions, the contract will be circulated for the appropriate signatures.

Sincerely,



Jeffrey Wright  
Genesee County  
Drain Commissioner

Enc (2)

JW/jc

SECOND AMENDMENT TO  
GENESEE COUNTY PHASE II REGULATIONS STORM WATER  
MANAGEMENT SYSTEM CONTRACT

THIS SECOND AMENDMENT TO CONTRACT, made and entered into as of the 1<sup>st</sup> day of October, 2008, by and among the COUNTY OF GENESEE, a Michigan county corporation (hereinafter referred to as the "County"), by and through its Drain Commissioner, as County Agency, and the TOWNSHIP OF ARGENTINE, CHARTER TOWNSHIP OF CLAYTON, TOWNSHIP OF DAVISON, CHARTER TOWNSHIP OF FENTON, CHARTER TOWNSHIP OF FLINT, CHARTER TOWNSHIP OF FLUSHING, TOWNSHIP OF FOREST, CHARTER TOWNSHIP OF GENESEE, CHARTER TOWNSHIP OF MT. MORRIS, CHARTER TOWNSHIP OF MUNDY, TOWNSHIP OF RICHFIELD, CHARTER TOWNSHIP OF VIENNA, CITY OF BURTON, CITY OF CLIO, CITY OF DAVISON, CITY OF FENTON, CITY OF FLUSHING, CITY OF GRAND BLANC, CITY OF LINDEN, CITY OF MT. MORRIS, CITY OF SWARTZ CREEK, VILLAGE OF GOODRICH and VILLAGE OF LENNON (hereinafter referred to individually as a "Municipality" or collectively as the "Municipalities"):

WITNESSETH:

WHEREAS, the County and the Municipalities are subject to the requirements of the Phase II Storm Water Regulations (the "Phase II Regulations") published by the United States Environmental Protection Agency ("EPA") in the Federal Register on December 8, 1999; and

WHEREAS, the Board of Commissioners of the County of Genesee has established the Genesee County Storm Water Management System (the "System") to provide, among other things, storm water management services to the Municipalities pursuant to the provisions of Act 342, Public Acts of Michigan, 1939, as amended ("Act 342"), to enable the County and the

Municipalities to comply with the requirements of the Phase II Regulations and to engage in other watershed management activities related thereto; and

WHEREAS, the County Drain Commissioner (hereinafter referred to as the "County Agency") has been designated as the agency of the County in connection with the establishment, management and operation of the System; and

WHEREAS, the County, the Municipalities and other units of local government in the County have previously entered into the Genesee County Phase II Regulations Storm Water Management System Contract, dated as of May 1, 2001, as amended by the First Amendment to Genesee County Phase II Regulations Storm Water Management System Contract (as amended, the "Contract"), pursuant to which the County agreed to provide such services as are necessary (defined therein as the "Services") to assist the County, the Municipalities and such other local units of government in complying with the requirements of the Phase II Regulations and in other watershed management activities, including, but not limited to, applying for NPDES permit coverage and planning for and implementing storm water discharge management controls (known as "best management practices") with respect to the following minimum control measures: (a) public education and outreach on storm water impacts; (b) public participation/involvement; (c) illicit discharge detection and elimination; (d) construction site storm water runoff control; (e) post-construction storm water runoff control; and (f) pollution prevention/good housekeeping for municipal operations; and

WHEREAS, the Contract provided for a budget of not to exceed \$500,000 for the Services and set forth the manner in which the budgeted cost of the Services was to be allocated among the County and the Municipalities; and

WHEREAS, the Contract also provided for the creation of a Phase II Storm Water Advisory Committee (the Committee”), which consists of one representative from the County and each of the Municipalities; and

WHEREAS, the Committee has appointed three subcommittees with the following responsibilities to assist in the implementation of the best management practices: (a) the Public Education Program Subcommittee, with responsibility for public education and participation; (b) the Monitoring and Mapping Subcommittee, with responsibility for the illicit discharge program, which will identify and map all municipal discharges to open waters; and (c) the New Construction Standards Subcommittee, with responsibility for construction standards, redevelopment standards, oversight of all watersheds and the preparation of the pollution prevention program known as the Storm Water Pollution Prevention Initiative; and

WHEREAS, the County and the Municipalities desire to proceed with the foregoing implementation activities and any other activities required by the Phase II Regulations (hereinafter referred to as the “Implementation Activities”) and to provide a method for allocating the costs of such activities, and it is therefore necessary to amend and supplement the Contract in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

1. The cost of the Services to be provided by the County in connection with the Implementation Activities will consist of budgeted costs and variable costs.

(a) The budgeted costs shall not exceed \$250,000 per Fiscal Year (as hereinafter defined), which amount is hereby approved by the parties. For purposes of this

Second Amendment to Contract, the term "Fiscal Year" shall mean the fiscal year of the County, which currently begins on October 1 of each year and ends on September 30 of the following year. The County agrees to pay twenty-five percent (25%) of the budgeted cost of such Services each Fiscal Year and the remaining seventy-five percent (75%) of the budgeted cost of such Services (the "Local Share") shall be allocated each Fiscal Year among the Municipalities as follows:

(i) For those Services relating to Implementation Activities for which the Public Education Program Subcommittee is responsible, the Local Share thereof shall be allocated to each Municipality on the basis of a fraction, the numerator of which is the population for such Municipality at the beginning of such Fiscal Year and the denominator of which is the population for all Municipalities at the beginning of such Fiscal Year.

(ii) For those Services relating to Implementation Activities for which the Monitoring and Mapping Subcommittee is responsible, except for illicit discharge elimination program ("IDEP") Services, which shall be allocated as provided in subsection (b) of this Section 1, the Local Share thereof shall be allocated to each Municipality on the basis of a fraction, the numerator of which is the weighted sum (determined as hereinafter provided) of the developed parcels in such Municipality at the beginning of such Fiscal Year and the denominator of which is the weighted sum of the developed parcels in all Municipalities at the beginning of such Fiscal Year. For purposes of this subsection (b), the weighted sum of developed parcels in each Municipality shall be determined by assigning one (1) unit for each developed residential parcel and four (4) units for each developed commercial and industrial parcel and then adding the total number of assigned units for all developed parcels in such Municipality.

(iii) For those Services relating to Implementation Activities for which the New Construction Standards Subcommittee is responsible, the Local Share thereof shall be



allocated as follows: The Local Share of the cost of such Services that consist of administrative costs relating to the establishment of the five planning areas for the System (Cass River, Lower Flint, Middle Flint, Upper Flint and Shiawassee, hereinafter individually referred to as a "Planning Area" and collectively as the "Planning Areas") and the development of the standardized templates for the Planning Areas shall be allocated equally among the Planning Areas, and within each Planning Area shall be allocated to each Municipality therein on the basis of the equivalent acreage in each Municipality, using the same methodology for calculating equivalent acreage that the County Drain Commissioner would use for purposes of establishing drain assessments for benefiting parcels in a drainage district under Chapter 7 of the Drain Code (hereinafter referred to as the "Equivalent Acreage Methodology"). The Local Share of the cost of all other Services for which the New Construction Standards Subcommittee is responsible shall be allocated to the specific Planning Area to which such Services relate and within such Planning Area shall be allocated to each Municipality therein on the basis of the Equivalent Acreage Methodology.

(b) Those Services relating to the IDEP shall be allocated to each Municipality as a variable cost. Each Municipality shall be responsible for paying for IDEP Services that are directly related to each Municipal Separate Storm Sewer System ("MS4") that is owned by such Municipality. During each year that this Second Amendment to Contract is in effect, the County shall prepare a statement for each Municipality identifying each MS4 owned by such Municipality and an estimated amount for each Municipality to comply with the IDEP. If requested by the Municipality, the variable costs for the IDEP will be payable in equal annual installments over the five years of the permit cycle.

2. Each Municipality agrees to pay the County its share, as set forth in Section 1, of the cost of the Services for the Implementation Activities, promptly upon receipt of an invoice for the same from the County Agency. The County Agency intends to send such an invoice to

each Municipality quarterly on December 1, March 1, June 1 and September 1 of each Fiscal Year. The Municipalities shall not be responsible for their share of any budgeted costs for the Services in connection with the Implementation Activities that exceed \$250,000 in any Fiscal Year unless such additional costs shall have been approved by a majority of the members of the Committee. If such additional costs are so approved, each Municipality agrees to pay its share, as set forth in Section 1, of such costs promptly upon receipt of an invoice for the same from the County Agency.

3. The payments made by the Municipalities pursuant to Section 2 shall be used solely and only to pay for the Services for the Implementation Activities, and after payment of all costs of the Services as contemplated by this Second Amendment to Contract, any surplus remaining from the payments made by the County and the Municipalities for such Services shall be credited to the County and the Municipalities for charges for Services in the following Fiscal Year pro rata in accordance with the percentages set forth in Section 1.

4. All powers, duties and functions vested by this Second Amendment to Contract in the County shall be exercised and performed by the County Agency for and on behalf of the County unless otherwise provided by law or in this Second Amendment to Contract.

5. In the event that any one or more of the provisions of this Second Amendment to Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, but this Second Amendment to Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6. This Second Amendment to Contract shall become effective after approval by the governing body of each Municipality and by the Board of Commissioners of the County and

execution by the authorized officials of the parties; may be executed in several counterparts; and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. The Contract, as amended and supplemented by this Second Amendment to Contract, is hereby ratified and confirmed, and shall terminate on October 1, 2013 unless extended by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Contract to be executed and delivered, by their respective duly authorized officers, all as of the day and year first above written.

COUNTY OF GENESEE

TOWNSHIP OF ARGENTINE

By: \_\_\_\_\_  
Drain Commissioner, as County  
Agency

By: \_\_\_\_\_  
Supervisor

And: \_\_\_\_\_  
Clerk

CHARTER TOWNSHIP OF CLAYTON

TOWNSHIP OF DAVISON

By: \_\_\_\_\_  
Supervisor

By: \_\_\_\_\_  
Supervisor

And: \_\_\_\_\_  
Clerk

And: \_\_\_\_\_  
Clerk

CHARTER TOWNSHIP OF FENTON

By: \_\_\_\_\_  
Supervisor

And: \_\_\_\_\_  
Clerk

CHARTER TOWNSHIP OF FLINT

By: \_\_\_\_\_  
Supervisor

And: \_\_\_\_\_  
Clerk

CHARTER TOWNSHIP OF FLUSHING

By: \_\_\_\_\_  
Supervisor

And: \_\_\_\_\_  
Clerk

TOWNSHIP OF FOREST

By: \_\_\_\_\_  
Supervisor

And: \_\_\_\_\_  
Clerk

CHARTER TOWNSHIP OF GENESEE

By: \_\_\_\_\_  
Supervisor

And: \_\_\_\_\_  
Clerk

CHARTER TOWNSHIP OF MT. MORRIS

By: \_\_\_\_\_  
Supervisor

And: \_\_\_\_\_  
Clerk

CHARTER TOWNSHIP OF MUNDY

By: \_\_\_\_\_  
Supervisor

And: \_\_\_\_\_  
Clerk

TOWNSHIP OF RICHFIELD

By: \_\_\_\_\_  
Supervisor

And: \_\_\_\_\_  
Clerk

CHARTER TOWNSHIP OF VIENNA

By: \_\_\_\_\_  
Supervisor

And: \_\_\_\_\_  
Clerk

CITY OF BURTON

By: \_\_\_\_\_  
Mayor

And: \_\_\_\_\_  
Clerk

CITY OF CLIO

By: \_\_\_\_\_  
Mayor

And: \_\_\_\_\_  
Clerk

CITY OF DAVISON

By: \_\_\_\_\_  
Mayor

And: \_\_\_\_\_  
Clerk

CITY OF FENTON

By: \_\_\_\_\_  
Mayor

And: \_\_\_\_\_  
Clerk

CITY OF FLUSHING

By: \_\_\_\_\_  
Mayor

And: \_\_\_\_\_  
Clerk

CITY OF GRAND BLANC

By: \_\_\_\_\_  
Mayor

And: \_\_\_\_\_  
Clerk

CITY OF LINDEN

By: \_\_\_\_\_  
Mayor

And: \_\_\_\_\_  
Clerk

CITY OF MT. MORRIS

By: \_\_\_\_\_  
Mayor

And: \_\_\_\_\_  
Clerk

VILLAGE OF GOODRICH

By: \_\_\_\_\_  
President

And: \_\_\_\_\_  
Clerk

CITY OF SWARTZ CREEK

By: \_\_\_\_\_  
Mayor

And: \_\_\_\_\_  
Clerk

VILLAGE OF LENNON

By: \_\_\_\_\_  
President

And: \_\_\_\_\_  
Clerk

At a \_\_\_\_\_ meeting of the City Council of the City of Swartz Creek, Genesee County, Michigan, held on \_\_\_\_\_, 2008.

PRESENT: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_

The Clerk presented to the City Council a form of second amendment to contract dated as of October 1, 2008, among the County of Genesee, acting through its Drain Commissioner, as County Agency, and the cities, villages, townships and charter townships identified on Exhibit A attached hereto (hereinafter referred to individually as a "Municipality" or collectively as the "Municipalities"), relative to the provision of services for implementation activities required by the Phase II Storm Water Regulations (the "Phase II Regulations") and the allocation of the costs of such activities among the County and the Municipalities. After discussion of the second amendment to contract, the following resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

BE IT RESOLVED:

1. The City Council hereby approves the Second Amendment to Genesee County Phase II Regulations Storm Water Management System Contract to be dated as of October 1, 2008, among the County of Genesee, acting through its Drain Commissioner, as County Agency, and the Municipalities (the "Amendment"), which Amendment provides, among other things, for the provision by the Genesee County Storm Water Management System of services for implementation activities required by the Phase II Regulations, the allocation of the costs of such activities among the County and the Municipalities, and the payment by the County and the Municipalities of their respective share of the cost of the services as set forth in the Amendment.

2. The Mayor and the Clerk are authorized and directed to execute and deliver the Amendment for and on behalf of the City Council (in such number of counterparts as may be desirable).

3. A copy of the Amendment presented on this date and herein approved and authorized to be executed and delivered shall be attached to the minutes of this meeting and made a part thereof and shall be placed on file with the Clerk and made available for examination by any interested person during normal business hours.

4. All resolutions and parts of resolutions, insofar as they may be in conflict herewith, are hereby rescinded.

ADOPTED: YEAS: \_\_\_\_\_  
\_\_\_\_\_  
NAYS: \_\_\_\_\_



EXHIBIT A

MUNICIPALITIES

Township of Argentine  
Charter Township of Clayton  
Township of Davison  
Charter Township of Fenton  
Charter Township of Flint  
Charter Township of Flushing  
Township of Forest  
Charter Township of Genesee  
Charter Township of Mt. Morris  
Charter Township of Mundy  
Township of Richfield  
Charter Township of Vienna  
City of Burton  
City of Clio  
City of Davison  
City of Fenton  
City of Flushing  
City of Grand Blanc  
City of Linden  
City of Mt. Morris  
City of Swartz Creek  
Village of Goodrich  
Village of Lennon





GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

-DIVISION OF-  
WATER & WASTE SERVICES

JEFFREY WRIGHT  
COMMISSIONER

G-4610 BEECHER ROAD • FLINT, MICHIGAN 48532-2617

PHONE (810) 732-7870 • FAX (810) 732-9773



September 4, 2008

Paul Bueche, Manager  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473

Re: 2008 Flow Monitoring

Dear Mr. Bueche:

Find enclosed your results for sanitary sewer flow monitoring for the first quarter of 2008. These reports include the 0.77 cfs "grace" flow per system and the penalty based on the system instead of individual meter penalties.

Your excess flow charge would have been \$2,645.00 in the first quarter of 2008. Your penalty would be \$10,000.00 and the peak penalty would be \$12,645.00 if the penalty system were in place.

Please remember, the excess flow billing system will become active on **July 1, 2009**. This letter serves as information only.

Should you have any questions, do not hesitate to contact Tim Davidek at 810-732-7870.

Sincerely,

John F. O'Brien, P.E., Director  
Division of Water and Waste Services

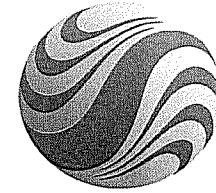
JFO:kt

Enclosure





GENESEE COUNTY DRAIN COMMISSIONER  
DIVISION OF WATER AND WASTE SERVICES  
FLOW MONITORING SYSTEM



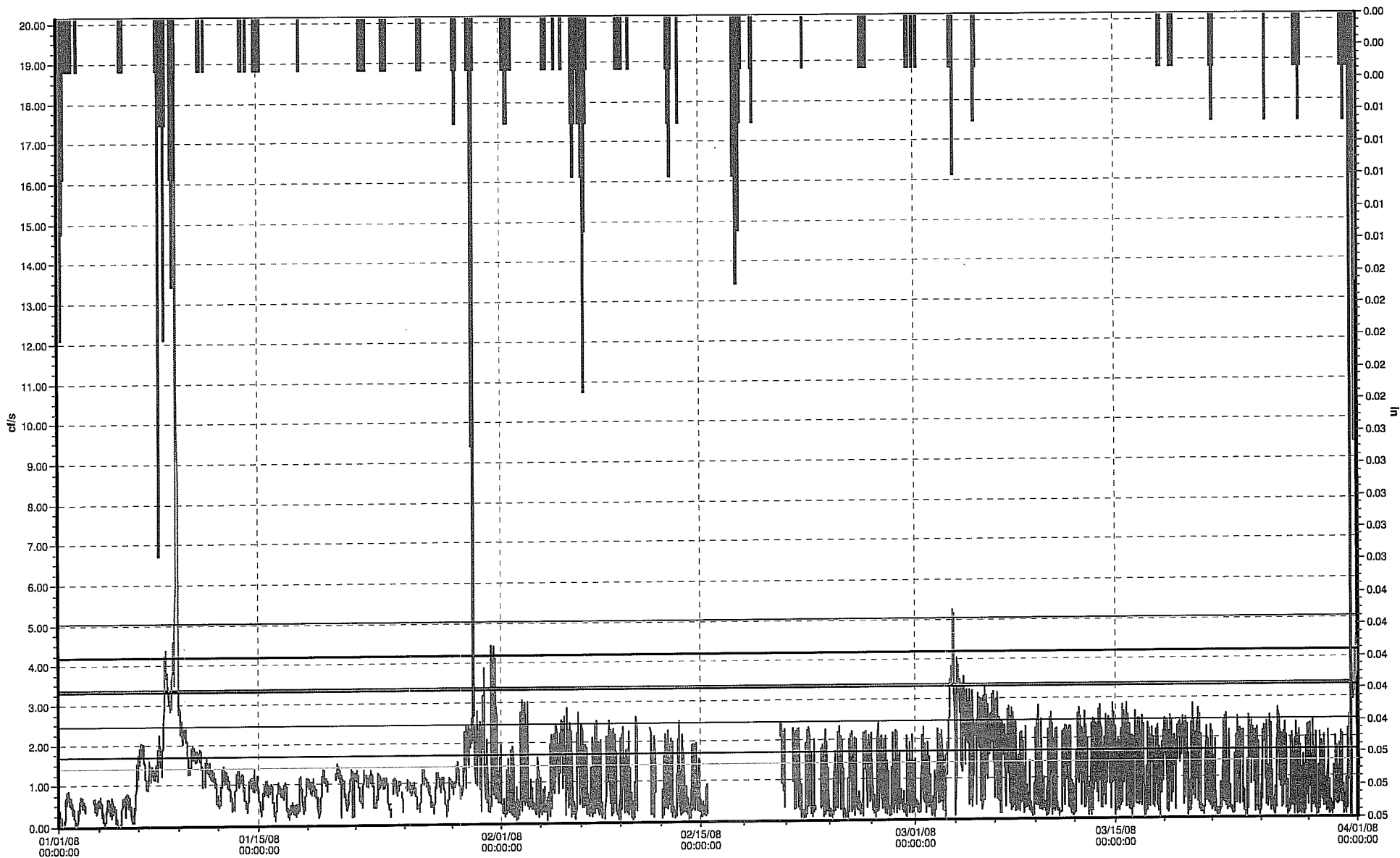
**Stantec**

CITY OF SWARTZ CREEK  
MONTHLY VOLUME SUMMARY

| Service Area | Category                       | January-08  |                 | February-08 |             | March-08    |               | Total Cost      |
|--------------|--------------------------------|-------------|-----------------|-------------|-------------|-------------|---------------|-----------------|
|              |                                | Volume (cf) | Cost            | Volume (cf) | Cost        | Volume (cf) | Cost          |                 |
| SCC-1        | Between 2x and 2.5x            | 40,361      | \$ 242          | -           | \$ -        | 27,827      | \$ 167        | \$ 409          |
|              | Between 2.5x and 3x            | 18,785      | \$ 169          | -           | \$ -        | 5,423       | \$ 49         | \$ 218          |
|              | Over 3x                        | 167,718     | \$ 2,013        | -           | \$ -        | 452         | \$ 5          | \$ 2,018        |
|              | <b>Sub-total</b>               | 226,864     | \$ 2,424        | -           | \$ -        | 33,702      | \$ 221        | \$ 2,645        |
|              | Total # Of Flow>Allowance & 3X | 1           |                 | -           |             | 1           |               |                 |
|              | <b>Total</b>                   |             | <b>\$ 2,424</b> |             | <b>\$ -</b> |             | <b>\$ 221</b> | <b>\$ 2,645</b> |
|              | <b>GRAND TOTAL</b>             |             |                 |             |             |             |               | <b>\$ 2,645</b> |

SCC-1 (01/01/08 to 04/01/08)

- |  |  |   |   |  |
|--|--|---|---|--|
| <input checked="" type="checkbox"/> 02_Incremental Flow (cf/s) | <input checked="" type="checkbox"/> 03_Incremental AADWDF (cf/s) | <input checked="" type="checkbox"/> 04_Adjusted AADWDF (cf/s)       | <input checked="" type="checkbox"/> 05_2xAADWDF (cf/s)              | <input checked="" type="checkbox"/> 16_Billable_Event (cf/s) |
| <input checked="" type="checkbox"/> 06_2_5xAADWDF (cf/s)       | <input checked="" type="checkbox"/> 07_3xAADWDF (cf/s)           | <input checked="" type="checkbox"/> 17_Wet Weather Allowance (cf/s) | <input checked="" type="checkbox"/> 13_GCDC RainGauge_SQL_Link (in) |  |





GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

-DIVISION OF-  
WATER & WASTE SERVICES

JEFFREY WRIGHT  
COMMISSIONER

G-4610 BEECHER ROAD • FLINT, MICHIGAN 48532-2617

PHONE (810) 732-7870 • FAX (810) 732-9773

October 1, 2008

To: The Governing Bodies of each of the  
Communities Served by the  
Genesee County Water Supply System

Attention: Clerk

Re: Notice of Rates to be Charged for  
Water Supply for all Bills Rendered  
On and After November 2, 2008



Dear Ladies and Gentlemen:

On September 1, 2008, the City of Detroit Water and Sewerage Department (DWSD) raised our water rates from \$11.09 to \$13.07 per 1,000 cubic feet. This is a 16% rate increase. The Division has absorbed all costs for the first month's increase, September 2008.

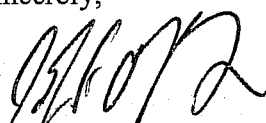
In addition to the Detroit increase, the Division has had to increase our share of the water rate for the first time since 2002 to cover our increased costs for electricity, fuel, and chemical supplies. We are also required for 2008-2009 to include depreciation of the water supply infrastructure as part of our budget and rates. Therefore, our commodity rate will go from \$1.955 to \$2.41 per 100 cubic feet effective with our billings on or after October 2, 2008.

We have also combined the City of Flint franchise rate with our standard rate. This appears in Section VIII of the rate schedule, a copy is attached.

As always, the County is available to assist you and your staff in setting up the user rate system. For those customers who have contracted with the County for billing services, we will need your rate information by the 15<sup>th</sup> of the month prior to the month of implementation. For example, if you wish to update your rate for January 2, 2009, we need your Council/Board approved rate by December 15, 2008, to allow us time to implement.

Should you have any questions, do not hesitate to contact us.

Sincerely,

  
John F. O'Brien, P.E., Director  
Division of Water and Waste Services

JFO:kt

CC: Supervisor/Mayor/President of the member community  
Ronda Simpson & Rebecca MacDermaid



**GENESEE COUNTY WATER SUPPLY SYSTEM  
RATES FOR SERVICE FOR WATER BILLS RENDERED  
ON AND AFTER NOVEMBER 2, 2008**

\*\*\*\*\*

The rates to be charged for water furnished by the System shall be as hereinafter set forth. Water to be furnished by the System shall be measured by a meter or equivalent meters, installed and controlled by the County. Charges for water service will be made for water furnished based upon monthly, bimonthly, and quarterly billings as set forth herein.

**I. RATES BASED ON SUMMATION OF INDIVIDUAL METER READINGS (MONTHLY CHARGES)**

| <u>Meter Size - Inches</u> | <u>Readiness to Serve Charge</u> | <u>Irrigation Meters</u> |
|----------------------------|----------------------------------|--------------------------|
| 5/8                        | \$ 13.38                         | \$13.38                  |
| 3/4                        | \$ 20.07                         | ¾ or larger \$20.07      |
| 1                          | \$ 33.45                         |                          |
| 1-1/2                      | \$ 66.90                         |                          |
| 2                          | \$ 107.04                        |                          |
| 3                          | \$ 200.70                        |                          |
| 4                          | \$ 334.50                        |                          |
| 6                          | \$ 669.00                        |                          |
| 8                          | \$ 1,070.40                      |                          |
| 10                         | \$ 1,605.60                      |                          |
| 12                         | \$ 2,876.70                      |                          |

(Irrigation meters are an automatic charge May 1 through October 31 or any quarter that usage is recorded) Rate becomes effective on date signed.

**II. RATES BASED ON MASTER METER READINGS**

A. MONTHLY

| <u>Equivalent Meters</u> | <u>Readiness to Serve Charge @ \$131.83 / eq. meter</u> |
|--------------------------|---|
| 25                       | \$ 3,295.75   |
| 50                       | \$ 6,591.50   |
| 80                       | \$ 10,546.40  |
| 120                      | \$ 15,819.60  |
| 165                      | \$ 21,751.95  |
| 215                      | \$ 28,343.45  |
| 320                      | \$ 42,185.60  |

The number of equivalent meters is based on the peak monthly flow from the prior calendar year. An equivalent meter size will be determined based on the peak monthly flow being 75% of the meter capacity. The meter capacity and number of capacity equivalent meters will be based on current AWWA standards. The meter size and number of equivalent meters will be based on standard meter sizes, with a minimum of 25 equivalent meters.

**III. COMMODITY CHARGES (applies to both Individual and Master Meters):**

The total commodity charge is \$2.410 per 100 cubic feet. This sum is the total of \$0.849 per 100 cu.ft. plus the DWSD commodity charge, which is charged to the City of Flint and City of Flint mark-up - currently estimated at \$1.561 per 100 cu. ft.

**IV. QUARTERLY RATES (applies to Individual Meters):**

Multiply readiness to serve charge by three.

**V. WATER STATION RATES**

The commodity charge for watering is \$3.11 per 100 cubic feet (0.25 per 60 gallons). No Readiness to Serve charge. Accounts shall be billed monthly.

**VI. HYDRANT METER RATES**

The commodity charge is \$3.11 per 100 cubic feet. No Readiness to Serve charge. Accounts shall be billed within 30 days of use.

**VII. COUNTY CAPITAL IMPROVEMENT FEE**

The County will charge a Capital Improvement Fee of \$1,000 per unit based upon the Residential Equivalent Units prior to the issuance of a Water Permit (B-Permit). The County Agency shall collect the fee.

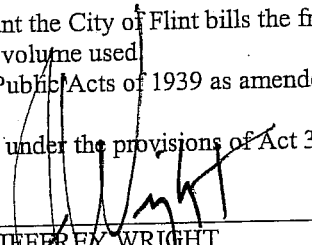
**VIII. CITY OF FLINT FRANCHISE RATES**

The County will add \$1.00 per month to the amount the City of Flint bills the franchise customers for each 5/8-inch meter equivalence plus \$0.10 per each 100 cubic feet of volume used.

The rates are established pursuant to Act 342 Michigan Public Acts of 1939 as amended.

Jeffrey Wright, Drain Commissioner, as County Agency under the provisions of Act 342, Michigan Public Acts of 1939, as amended.

Dated: 9/17/08

  
\_\_\_\_\_  
JEFFREY WRIGHT  
Genesee County Drain Commissioner, the County Agency

## Paul Bueche

---

**From:** Michigan Municipal League [amessinger@mml.org]  
**Sent:** Tuesday, September 23, 2008 10:16 AM  
**To:** Paul Bueche  
**Subject:** MML Link - 9/23/2008



September 23, 2008

### State Affairs Report

**Urge Legislators to Protect 9-1-1 Funding!** The House Energy and Technology Committee is scheduled to take up [HB 6070](#) (Mayes, D-Bay City) Wednesday, September 24 at 9 a.m. in the House Office Building, room 519, Lansing. HB 6070 would only allow 9-1-1 to be funded if a millage is passed and would take away the ability of a county commission to fund 9-1-1 with a resolution. This bill would decrease 9-1-1 funding in Michigan; we need your support in opposing HB 6070. If community leaders and law enforcement officers are able to attend the hearing to enter cards in opposition, that would be extremely helpful. Visit the League's [Action Center](#) today to contact your legislator and urge them to vote no on HB 6070. Contact: [Samantha Jones](#)

**House to Pass New Poverty Exemption Bill – [HB 6162](#)** (Tobocman, D-Detroit) passed the House Intergovernmental, Urban and Regional Affairs Committee last week and is expected to pass the full House this week. The original bill would have expanded the local exemptions to residents with incomes up to 200 percent of the federal poverty guideline, among other things. The latest version of the bill, released last week, eliminates this requirement and other issues the League raised. They are expected to now make the application uniform and provide locals some ability to grant exemptions for prior years in certain circumstances. The League testified in support of the changes. Contact: [Summer Minnick](#)

**Urge Lawmakers to Support HB 6114, Call Today**  
***Phone Script for Calling Your State Legislators – [HB 6114](#)***  
 (Donigan, D-Royal Oak) could spark thousands of jobs and billions in investments related to new rapid transit systems in Michigan. Join the League's efforts to convince the Michigan Legislature to pass HB 6114 by calling your legislators today using our phone-log system - [Click here for contact information, phone script and talking points!](#) HB 6114, currently on the floor of the House of Representatives, would help jumpstart Michigan's economy by sparking jobs and commercial and residential development near public transit stations. Contact:

### The Buzz

[West Michigan Downtowns Thriving Centers](#)  
 West Michigan Business Review, 9/11/2008

### Save the Date

[MML Annual Convention](#)  
 Oct. 1-4, Mackinac Island

[MI Municipal Treasurers Assn Annual Conference](#)  
 Sept. 28-Oct 1, Bellaire

[MI Government Finance Officers Assn Conference](#)  
 Sept. 28-Oct. 1, Boyne Mountain

[MI Assn of Planning Annual Conference](#)  
 Oct. 1-4, Kalamazoo

[MI Women in Municipal Government Meeting](#)  
 Oct. 2, Mackinac Island

[Code Officials Conference of MI Annual Conference](#)  
 Oct. 6-10, Traverse City

[Transportation Asset Management Workshop](#)  
 Oct. 7, Farmington Hills

[Transportation Asset](#)



[Dave Worthams](#)

### **Energy Package Awaiting Governor's Signature –**

Last week the Legislature passed the conference reports for [HB 5524](#) (Accavitti, D-Eastpointe) and [SB 213](#) (Birkholz, R-Saugatuck). HB 5524 amends PA 141 to restrict choice providers to 10 percent of the market and de-skews rates, which is expected to lower a municipality's electric costs. SB 213 creates a 10-percent renewable portfolio standard (RPS) by 2015. As passed by the House, this bill preempted local zoning. However, after weeks of negotiations with legislative leadership, a compromise was reached that excludes residential zoning, has a significant local government comment period through the Michigan Public Service Commission (MPSC) and requires transmission companies to meet a number of requirements to receive an expedited siting certificate. Contact: [Samantha Jones](#)

### **No Movement on FY 09 MDOT Budget –**

Discussions continue between the House and Senate on [HB 5808](#) (Gonzales, D-Flint), the FY 09 Transportation Budget. As the last remaining budget before the end of the fiscal year, it will receive plenty of attention. The main disagreement revolves around language that would govern the last portion of the Detroit River International Crossing (DRIC) study. Contact: [Dave Worthams](#)

### **Supportive Housing Bills Expected to Pass –**

The House Intergovernmental, Urban and Regional Affairs Committee took testimony on a series of supportive housing bills last week. The bills allow for supportive housing properties to be taxed at the principal residence rate. This exempts supportive housing properties from the local school operating millage without impacting revenues to the local unit of government. Up to 250 units could be certified as supportive housing properties each year; it will be a mix of pre-existing properties and new properties. The committee is expected to consider and pass these bills tomorrow and the full House is expected to pass them this week. Contact: [Andy Schor](#) / [Summer Minnick](#)

### **Countdown to Convention, Mackinac Island,**

**October 1-4 –** With Annual Convention just around the corner I'd be remised not to say it just one more time – [REGISTER TODAY!](#) We are talking about workshops that cover the gamut of local government operations and top-notch speakers like Daniel Pink, author of *A Whole New Mind*, Lloyd Carr, former University of Michigan Head Football Coach and Michigan's First Gentleman, Dan Mulhern. Check out the full agenda [online](#) and join us, October 1-4 on Mackinac Island!  
- Kelly Stanford, Director of Events and Member Services

### **Center for Michigan to Host Candidate Forums –**

To familiarize community leaders and residents with the candidates running for the state House of Representatives, the Center for Michigan is hosting a series of statewide [candidate forums](#). The events are also an opportunity for local officials to question candidates on their commitment to investing in communities and to support issues such as revenue sharing

[Management Workshop](#)

Oct. 8, Grand Rapids

**Grants & Projects**

[Green Building Planning Grants](#)

[MI Preservation Fund](#)

Apply by Oct. 1

**What's New**

[New League Publication: The Ethics Handbook](#)

[Guest Blog: Holding on to Michigan's Next Generation](#)

[NLC Federal Relations Report](#)

**Related Links**

[MI Legislature](#)

[MI Senate](#)

[MI House of Reps](#)

[Resources](#)

and transportation. Local officials should also question candidates about making state resources available for programs that assist developed communities in creating vibrant downtowns and neighborhoods that will attract the next generation of workers and businesses. Contact: [Arnold Weinfeld](#)

### **Draft DEQ Drinking Water System Rules Input**

**Needed** – Recent amendments to the National Primary Drinking Water Regulations must be adopted into Michigan's provisions. As the Michigan Department of Environmental Quality (DEQ) begins the 18-month long rule-making process, League members are asked to provide input and suggestions - Please review MDEQ's [Rule Changes Presentation](#) and the [proposed rules](#) and send comments to DEQ Rule Manager [Jean Shekter](#). Contact: [Dave Worthams](#)

### **MDOT Updated Geometric Guidelines Published**

– The updated [LAP Guidelines for Geometrics – 2008](#) includes the new guidelines for federal and state funded local road and bridge projects administered through the Michigan Department of Transportation (MDOT). Depending on the type of work, these guidelines will provide some latitude from the geometrics issued by the American Association of State Highway and Transportation Officials (AASHTO). Contact: [Dave Worthams](#)

### **Federal Update**

**Compliance with FACTA** – FACTA, otherwise known as the “Fair and Accurate Credit Transactions Act” this federal law becomes effective November 1, 2008 and with it new regulations that require financial institutions and creditors to develop and implement written identity theft prevention programs. According to the Federal Trade Commission, in cases where government entities defer payment for goods or services, they are to be considered creditors. To comply with the regulations — known as the Red Flags Rules — one must provide for the identification, detection, and response to patterns, practices, or specific activities (known as “red flags”) that could indicate identity theft. The FTC has taken the position that FACTA applies to municipal utilities, including water, sewer and electric. The Kentucky League of Cities has developed a series of helpful articles/forms that are available for use - [click here](#). In addition, the Georgia Municipal Association has developed a sample ordinance that you may wish to consider adopting as well - [click here](#). Contact: [Arnold Weinfeld](#)

### **FCC Extends Comment Period on Wireless**

**Petition** – The Federal Communications Commission (FCC) extended the period for comment on a [petition](#) filed by CTIA-The Wireless Association, which poses a significant threat to local control, to September 29. The petition asks the FCC to set a shot clock on local action on certain wireless facility operations. If the locality fails to act within that time frame, the wireless carrier's application will be deemed granted. While the League is working with national partners such as the National League of Cities and National Association of Telecommunications Officers and Advisors, it is critical that communities contact their congressional representatives, Sens.

Carl Levin and Debbie Stabenow and Rep. John Dingell, who chairs the committee with oversight of the FCC. Please complete this [sample letter](#) and fax to their offices; [click here](#) for contact information. Contact: [Arnold Weinfeld](#)

## **Federal Brownfield Funding Opportunities**

**Announced** – Brownfields Assessment, Revolving Loan Fund and Cleanup grants may be used to address sites contaminated by petroleum and hazardous substances, pollutants or contaminants (including hazardous substances commingled with petroleum). Opportunities for funding are as follows: Brownfields Assessment Grants (each funded up to \$200,000 over three years), Brownfields Revolving Loan Fund (RLF) Grants (each funded up to \$1,000,000 over five years) and Brownfields Cleanup Grants (each funded up to \$200,000 over three years). The proposal deadline is November 14, 2008. For details, visit the [EPA Website](#). Contact: [Arnold Weinfeld](#)

## **NLC 2009 Committee, Council and Panel**

**Application Process Now Open** – Local officials in communities belonging to the National League Cities (NLC) are eligible to apply for positions with any NLC committee, panel or council. While applications are to be sent directly to the NLC as indicated on the form, please also forward a copy to Arnold Weinfeld, MML Director of Public Policy and Federal Affairs, so we can support your efforts (fax: (517) 372-7476 / [email](#)). [Learn more about the application process](#). Contact: [Arnold Weinfeld](#)

## **Email Management**

The Michigan Municipal League respects your right to privacy.

[Click here](#) to unsubscribe.

[Click here](#) to manage your Michigan Municipal League email subscription preferences.

If you no longer wish to receive any type of email notice from the Michigan Municipal League, [please click here](#).

---

Michigan Municipal League, 1675 Green Road, Ann Arbor, MI 48105



**Paul Bueche**

---

**From:** Michigan Municipal League [dwestbrook@mml.org]  
**Sent:** Thursday, September 25, 2008 1:30 PM  
**To:** Paul Bueche  
**Subject:** Action Alert - 9/25/08

**Action Alert****Call your State Representative and ask them to support the Donigan substitute to House Bill 6114 TODAY!!!**

House Bill 6114 is being held up in the House by a push by the counties to demand an opt-out of transit development zones. [Call your State Representative](#) and ask them to support the Donigan substitute to House Bill 6114 TODAY!!!

House Bill 6114 is about putting Michigan back to work by creating jobs and attracting billions of dollars in private and public investment. The funds that would be captured by the TIF districts created by the bill will bring in new retail and residential projects based around transit hubs/stops/routes. Similar legislation in Dallas generated over \$1 billion in new development.

If we are to make transit a priority in Michigan, if we are to redevelop our communities, we need to do it around transit. We need HB 6114 to pass the House today! Please tell your State Representatives not to get trapped by the counties' reluctance to move forward. Adopt the Donigan substitute to HB 6114.

[Click here](#) for House and Senate member contact information.

**Email management**

The Michigan Municipal League respects your right to privacy.

[Click here](#) to unsubscribe.

[Click here](#) to manage your Michigan Municipal League email subscription preferences.

If you no longer wish to receive any type of email notice from the Michigan Municipal League, [please click here](#).

*Michigan Municipal League, 1675 Green Road, Ann Arbor, MI 48105*

Better Communities. Better Michigan.



## Paul Bueche

---

**From:** Pestle, John W [jwpestle@varnumlaw.com]  
**Sent:** Monday, September 29, 2008 7:16 PM  
**To:** Pestle, John W  
**Cc:** Allen, Barbara A.  
**Subject:** Comments, FCC Cell Tower Zoning Preemption Case

Comments were filed today in the FCC case to preempt local zoning of cell towers by setting 45/75 day "shot clocks" for communities to act on cell tower zoning applications (with zoning approval automatically granted if there is no final action in that time period) and to prohibit the grant of zoning approvals by variance. The comments opposing preemption which we filed on behalf of all Michigan municipalities, plus other communities from across the country, may be of interest. They are at [www.varnumlaw.com/serviceGroups/cableTV/recentDevelopments/](http://www.varnumlaw.com/serviceGroups/cableTV/recentDevelopments/)

What communities need to be doing now is four things:

1--Rebut any examples that name your municipality in comments filed by the industry in support of preemption. Under FCC rules municipalities have to be served if they are named in such comments. And often the facts given are wrong (but more often filers just recite anecdotes without using any proper names, so as to prevent such rebuttals).

2--Participate in and support reply comments to be filed in two weeks by any of the several law firms representing municipal interests in this case. See the memo on our web site (above) regarding working with our firm.

3--If your municipality has a Washington, D.C. lobbyist firm it works with, it should seriously consider getting them involved to meet with the FCC on this case. The reason is that (in English) this case is now shifting to one where its outcome will be likely be determined by in-person lobbying of FCC commissioners. The cell phone companies with their many lawyers and lobbyists in D.C. believe they have the advantage here, and have already had a number of meetings at the FCC.

These meetings are apparently bearing fruit for the industry, as evidenced by these comments of FCC Commissioner Jonathan Adelstein about ten days ago - - which show that he has been significantly influenced even before municipalities filed their comments today!

"The future success of our economy will demand that we promote the expansion of communications infrastructure, as a start. The construction of communications towers is necessary to achieve the rapid deployment so many people want. Every day, Americans are expecting wider availability of advanced communications services. Towers will not only form the backbone of the transition to digital television, they are used around the clock by public safety and are a critical component of our nation's homeland security efforts. *We need to take a close look at CTIA's petition that would set a shot clock on the amount of time local authorities spend reviewing tower applications. Congress intended that the Commission act to prevent unreasonable delays so we need to consider all potential solutions to such delays.*" (Emphasis added).

4--Especially if you don't have a D.C. lobbying firm, write Congress asking them to tell the FCC to back off. Sample letters are on our web site at [www.varnumlaw.com/serviceGroups/cableTV/recentDevelopments/](http://www.varnumlaw.com/serviceGroups/cableTV/recentDevelopments/)

If you need further information, or if we can be of assistance, please let me know.

**John W. Pestle**

Partner

Direct: 616 / 336-6725

Email: [jwpestle@varnumlaw.com](mailto:jwpestle@varnumlaw.com)



Varnum, Riddering, Schmidt & Howlett LLP  
333 Bridge Street NW  
Grand Rapids, Michigan 49504

Main: 616 / 336-6000  
Fax: 616 / 336-7000  
[www.varnumlaw.com](http://www.varnumlaw.com)

## Paul Bueche

---

**From:** Pestle, John W [jwpestle@varnumlaw.com]  
**Sent:** Friday, October 03, 2008 5:46 PM  
**To:** Pestle, John W  
**Subject:** Federal Court Decision on PEG Channels

The Federal District Court in Detroit today issued a decision stating that Federal Cable Act requirements for public, educational and government (PEG) channels supersede state laws relating to such channels, and referred a number of questions regarding Comcast's proposed transition of PEG channels to a digital format to the FCC for a ruling. It rejected Comcast's request that the case be dismissed. The ruling came in a challenge by Dearborn and other communities to Comcast's proposed move of PEG channels to digital format. Here is a link to the decision

<http://www.varnumlaw.com/serviceGroups/cableTV/cableFranchising/>

In the case in question, Comcast sought to enforce provisions of a new state cable statute which prevented municipalities from enforcing provisions of their existing cable franchises relating to PEG channels which were inconsistent with or in addition to the PEG channel provisions of the state statute. The Court ruled that "Because the [Michigan] Local Franchise Act makes unenforceable what federal law explicitly makes enforceable, the Local Franchise Act is preempted." In other words, PEG provisions of existing franchises continue to be enforceable, despite a state law stating that they are not.

This is significant because such "leveling down" provisions are common in recent state cable legislation to "level down" existing cable franchises to be the same as those new franchises granted under such legislation to phone companies. Cable companies actively sought such provisions for that reason.

The Court also referred the following six questions (citations and the like omitted) to the FCC. An FCC ruling could impact the digitization of PEG channels by cable operators nationwide.

- (1) When cable operators shift costs to consumers, can a locality act to prevent an "evasion" of the duty to provide service at reasonable rates?
- (2) Does the requirement to provide PEG channels on the basic service tier apply in communities where rates are subject to "effective competition"?
- (3) Does the Court look from the consumer's point-of-view to determine whether: (a) a programming service is part of the basic service tier; and (b) digitization of the PEG channels is "discriminatory" because some customers may be required to obtain additional equipment to view the channels?
- (4) Are cable operators precluded from charging for equipment used in connection with the reception of PEG channels on the basic service tier?
- (5) Can PEG channels be digitized, require special equipment to be accessed, and still be considered available on the basic service tier?
- (6) Is digitization of PEG channels "discriminatory" because some customers may be required to obtain additional equipment to view the channels?

Combined with a recent U.S. House hearing on PEG channels, and subsequent House letter to the FCC asking that it investigate the treatment of PEG channels, this puts the FCC in a position to address and resolve these types of issues.

**John W. Pestle**

Partner

Direct: 616 / 336-6725

Email: [jwpestle@varnumlaw.com](mailto:jwpestle@varnumlaw.com)



Varnum, Riddering, Schmidt & Howlett LLP  
333 Bridge Street NW  
Grand Rapids, Michigan 49504

Main: 616 / 336-6000  
Fax: 616 / 336-7000  
[www.varnumlaw.com](http://www.varnumlaw.com)



**Paul Bueche**

---

**From:** Simen, Figura & Parker, PLC [SimenFiguraParkerPLC@cbeachmail.com]  
**Sent:** Monday, October 06, 2008 4:16 PM  
**To:** Paul Bueche  
**Subject:** Simen, Figura & Parker, PLC Newsletter

[Unsubscribe](#) | [View in your web browser](#) | [Forward to a Friend](#)

SIMEN, FIGURA & PARKER, P.L.C.

BUSINESS REAL ESTATE LOCAL GOVERNMENT BANKRUPTCY ESTATE PLANNING  
LITIGATION TAXATION ALTERNATIVE DISPUTE RESOLUTION

---

### **HOUSING AND ECONOMIC RECOVERY ACT**

On July 30, 2008, President Bush signed H.R. 3221, the Housing and Economic Recovery Act of 2008 (the Act), which provides assistance to homeowners facing foreclosure and stretches a safety net under a troubled housing market. The Act establishes a new regulatory agency to oversee Fannie Mae, Freddie Mac, and the Federal Home Loan Banks, gives the Treasury Department the authority to extend credit to these government sponsored enterprises, and modifies FHA loan limits. The Act includes multiple provisions, including the following, which may be interest to individual homeowners.

#### **TEMPORARY REFUNDABLE TAX "CREDIT" FOR FIRST-TIME HOMEBUYERS**

The Act provides a refundable tax credit equal to ten (10%) percent of the purchase price of a home (up to \$7,500; \$3,750 if married filing separately) by first-time home buyers. The provision applies to homes purchased on or after April 9, 2008 and before July 1, 2009. However, taxpayers receiving this tax credit are required to repay the government any amount received. Repayment must be made in equal installments over 15 years. So, this "credit" is actually an interest-free loan. The credit begins to phase out for taxpayers with adjusted gross income in excess of \$75,000 (\$150,000 in the case of a joint return).

#### **TEMPORARY ADDITIONAL STANDARD DEDUCTION FOR NON-ITEMIZERS**

The Act provides homeowners who claim the standard deduction with an additional standard deduction for state and local real property taxes. For 2008 only, taxpayers who do not itemize can take the real property tax deduction typically available only to those taxpayers who do itemize. The maximum amount that can be claimed is \$500 (\$1,000 if married filing jointly).

#### **NEW LIMITATION ON HOMESALE CAPITAL GAIN EXCLUSION**

Under the Act, gain from the sale or exchange of a principal residence will not qualify for the \$250,000 (\$500,000 if married filing jointly) homesale exclusion to the extent that the gain is allocated to any periods of nonqualified use. A period of nonqualified use

means any period (not including any period before January 1, 2009) during which the property is not used by the taxpayer or the taxpayer's spouse or former spouse as a principal residence.

**HOPE FOR HOMEOWNERS PROGRAM**

The Act establishes a new program entitled the HOPE for Homeowners Program. Only homeowner-occupants who are unable to afford their mortgage payments are eligible for the program. No investors or investor properties will qualify. Homeowners must certify, under penalty of law, that they have not intentionally defaulted on their loan to qualify for the program, and they must have a mortgage debt-to-income ratio greater than thirty one (31%) percent as of March 1, 2008.

This program will let borrowers who have defaulted on their existing mortgages refinance into FHA-guaranteed loans. Lenders must write down the principal balance of the loan to no more than ninety (90%) percent of the current value (and less in some circumstances), and put the borrower in a 30-year fixed rate mortgage. Loans up to \$550,000 are eligible.

The borrower must share the newly-created equity and future appreciation equally with FHA. This obligation will continue until the borrower sells the home or refinances the FHA-insured mortgage. Moreover, the homeowner's access to the newly created equity will be phased-in over five years.

Before participating in this program, all subordinate liens must be extinguished. This will have to be done through negotiation with the first lien holder.

The Act provides loan servicers with an incentive to participate in the program. However, participation is voluntary; loan servicers are not required to participate. The program will begin October 1, 2008 and end on September 30, 2011.

**Please contact Sander Simen or Patric Parker for more information about any of these developments and what steps you should implement to take advantage of favorable developments and to minimize the impact of those that are unfavorable.**



|  |                                |                                  |
|--|--------------------------------|----------------------------------|
|  | <u>Main Office</u>             | <u>Traverse City Area Office</u> |
| This email was sent to                     | 5206 Gateway Centre, Suite 200 | 11470 S. Leelanau Hwy. Suite 105 |
| pbueche@cityofswartzcreek.org              | Flint, MI 48507                | Empire, MI 49630                 |
| You can <a href="#">unsubscribe here</a> . | Tel: 810.235.9000              | Tel: 231.326.2072                |
|  | Fax: 810.235.9010              | Fax: 231.326.2074                |

This newsletter is for general information and education purposes only and should not be used as legal advice or legal opinion. In accordance with the US Treasury Department, if this newsletter contains advice concerning one or more Federal tax issues, it is not intended to be used, and cannot be used by any taxpayer, for the purpose of avoiding and penalties that may be imposed under the Internal Revenue Code.

## Paul Bueche

---

**From:** Michigan Municipal League [amessinger@mml.org]  
**Sent:** Tuesday, October 07, 2008 9:46 AM  
**To:** Paul Bueche  
**Subject:** MML Link - 10/07/2008



October 7, 2008

### State Affairs Report

**HJR III Saw No Action Last Week, Contact Lawmakers Today – [HJR III](#)** (LeBlanc, D-Westland), the constitutional amendment that would place a supercap on property taxes, was not taken up last Thursday by the Senate because the bill is being held by the House. Even though the resolution passed the House unanimously, they have not officially sent the bill to the Senate (a rare move). Statements from House Speaker Dillon's office indicate that he is holding the resolution until he and Senate Majority Leader Bishop can discuss a broad proposal which would include property tax reductions. Because of this, we strongly encourage using the League's [Action Center](#) to quickly send your representatives and senators a letter urging them to oppose HJR III. Also, please see: [MML's Letter to Senators](#), [MML Issue Paper](#) and [MML/Coalition Letter to Legislators](#). Contact: [Summer Minnick](#)

**Federal Law Trumps State PEG Law –** Friday, the Federal District Court in Detroit ruled Federal Cable Act requirements for Public, Educational and Government (PEG) channels supersede state laws. This ruling came in *City of Dearborn, et al v. Comcast*, the case challenging Comcast's decision early this year to move PEG channels to digital format. The court also referred questions regarding the migration of PEG channels to digital to the Federal Communications Commission (FCC) for a ruling and rejected Comcast's request to dismiss the suit. Contact: [Samantha Jones](#)

**2009 Scrap Tire Cleanup Grant Program –** The Michigan Department of Environmental Quality (DEQ) has announced that applications for FY 2009 Scrap Tire Cleanup Grants are available. Property owners with abandoned scrap tires and scrap tires at collection sites are eligible for funding. Eligible owners and local governments may [request an application package online](#) or in writing to: Scrap Tire Regulatory Program, Waste and Hazardous Materials Division, MDEQ, PO Box 30241, Lansing, MI 48909-7741; contact DEQ's Rhonda Oyer Zimmerman at (517) 373-4750. The

This piece of legislation could have a profound impact on our revenues. In short, the House, in a measure to look good to the voters, are looking to reduce property taxes and send the bill to local government.

### The Buzz

[What Do Michigan Millennials Want?](#)  
 Capitalgains, 10/01/2008

### Save the Date

[Transportation Asset Management Workshop](#)  
 Oct. 8, Grand Rapids

[Supervisory Skills Training](#)  
 Oct. 8, Marquette ([EOA](#))

[Interviewing to Hire the Right People](#)  
 Oct. 9, Marquette ([EOA](#))

[Performance Appraisals: Blessing or Curse?](#)  
 Oct. 9, Marquette ([EOA](#))

[Creative Cities Unconference](#)  
 Oct. 12, Detroit

[Creative Cities Summit 2.0](#)  
 Oct. 13-15, Detroit

[SEMCOG Winter Road Maintenance Seminar](#)  
 Oct. 23, Detroit

[National League of Cities Congress of Cities & Exposition](#)  
 Nov. 11-15, Orlando, FL

deadline for application is 5 p.m. October 31. Contact: [Dave Worthams](#)

### **SEMCOG University Presents Winter Road Maintenance Seminar – Save the date, SEMCOG**

University is hosting a winter road maintenance seminar October 23, 9 a.m. to noon at SEMCOG in Detroit. This is a chance for members to learn about winter road maintenance, cost-effective and salt-saving solutions and strategies to minimize harmful effects on environment and transportation infrastructure. [Online registration is required](#); contact SEMCOG's Amanda Polanco at (313) 961-4869. Contact: [Dave Worthams](#)

### **Community Excellence Award Champion**

**Announced** – Congratulations to the city of Jackson for its peer nomination as this year's Community Excellence Award winner! Seven regional finalists presented their projects October 2 during the League's Annual Convention, giving attendees two days to cast their vote. Jackson won for its [Armory Arts Village](#), a community project that transformed a 1830s State of Michigan Penitentiary into a creative mixed-use neighborhood offering affordable living and workspace for area artists. It is never too soon to start thinking about the 2009 Race for the Cup where communities from across Michigan will present their projects in the first round during the League's Regional Education Seminars. More information coming soon!

### **Creative Cities Summit Adds "No-Frills"**

**Registration** – The [Creative Cities Summit](#), October 13-15 at the Detroit Renaissance Center, is now offering [no-frills registration](#) that provides access to all events. Summit attendees will hear from a [great line-up of speakers](#) including Richard Florida, Bill Strickland, Charles Landry and Carol Coletta. League CEO Dan Gilmartin will also be part of a panel discussion that Wednesday afternoon to discuss the role of communities in attracting and retaining talent. Visit the [Creative Cities Summit](#) online for more information, full agenda and registration. Contact: [Arnold Weinfeld](#)

### **Center for Michigan to Host Candidate Forums –**

To familiarize community leaders and residents with the candidates running for the state House of Representatives, the Center for Michigan is hosting a series of statewide [candidate forums](#). The events are also an opportunity for local officials to question candidates on their commitment to investing in communities and to support issues such as revenue sharing and transportation. Local officials should also question candidates about making state resources available for programs that assist developed communities in creating vibrant downtowns and neighborhoods that will attract the next generation of workers and businesses. Contact: [Arnold Weinfeld](#)

## **Federal Update**

### [Geographic Information for MI Communities](#)

Dec. 10, Gaylord ([EOA](#))

### **Grants & Projects**

#### [Green Building Planning Grants](#)

#### [Scrap Tire Cleanup Grants](#)

*Apply by Oct. 31*

### **What's New**

[Same Great Stuff, New Look - Visit \[www.mml.org\]\(http://www.mml.org\) Today!](#)

[Urge Lawmakers to Oppose HJR III](#)

### **Related Links**

[MI Legislature](#)

[MI Senate](#)

[MI House of Reps](#)

[Resources](#)

**HUD Announces Plans for \$3.9 Billion in Housing Recovery Act Funds** – \$3.9 billion in one-time funding to assist local governments hurt by the foreclosure crisis is being made available through the [Neighborhood Stabilization Program](#) (NSP). [Michigan's share](#) is \$263 million which will be split between locals (\$165 million) and the state (\$98 million). Administration of the state portion is still being determined but will most likely be divided among those agencies that handle housing matters. Visit the [NSP Website](#) for information such as the Federal Register Notice and formula methodology and look for additional information in upcoming issues of the Legislative Link. Contact: [Arnold Weinfeld](#)

**FACTA Information Available** – Check the League's [Federal Webpage](#) for information on the Fair and Accurate Credit Transactions Act, a new federal law effective November 1, 2008. Contact: [Arnold Weinfeld](#)

**Federal Brownfield Funding Opportunities Announced, Application Tool Available** – Brownfields Assessment, Revolving Loan Fund and Cleanup grants may be used to address sites contaminated by petroleum, hazardous substances, pollutants or contaminants (including hazardous substances co-mingled with petroleum). Opportunities for funding are as follows: Brownfields Assessment grants (each funded up to \$200,000 over three years), Brownfields Revolving Loan Fund (RLF) grants (each funded up to \$1,000,000 over five years) and Brownfields Cleanup grants (each funded up to \$200,000 over three years). The proposal deadline is November 14. For details, visit the [EPA Website](#). To assist communities applying for such grants, Kansas State University in a cooperative venture with the EPA, developed a [grant writing software tool](#). Contact: [Arnold Weinfeld](#)

**NLC '09 Committee, Council & Panel Application Process Now Open** – Local officials in communities belonging to the National League Cities (NLC) are eligible to apply for positions with any NLC committee, panel or council. While applications are to be sent directly to the NLC as indicated on the form, please also forward a copy to Arnold Weinfeld, MML Director of Public Policy and Federal Affairs, so we can support your efforts (fax: (517) 372-7476 / [email](#)). [Learn more about the application process](#). Contact: [Arnold Weinfeld](#)

## Email Management

The Michigan Municipal League respects your right to privacy.

[Click here](#) to unsubscribe.

[Click here](#) to manage your Michigan Municipal League email subscription preferences.

If you no longer wish to receive any type of email notice from the Michigan Municipal League, [please click here](#).

Michigan Municipal League, 1675 Green Road, Ann Arbor, MI 48105





michigan municipal league

Better Communities.  
Better Michigan.

► 1675 Green Road  
PO Box 1487  
Ann Arbor, MI 48106-1487

TEL 734.662.3246 800.653.2483  
FAX 734.662.8083  
WEB [www.mml.org](http://www.mml.org)

September 29, 2008

Dear Pool Member:

Enclosed is your ballot for this year's Board of Directors election. Two (2) incumbent Directors have agreed to seek re-election. You also may write in one or more candidates if you wish. A brief biographical sketch of each candidate is attached for your review.

I hope you will affirm the work of the Nominating Committee by returning your ballot with your selected candidates no later than November 12.

Thank you for your membership in the Liability and Property Pool, and for participating in the election of your governing board.

Sincerely,

Michael J. Forster  
Pool Administrator

THE CANDIDATES  
Three-year terms beginning January 1, 2009



*Kate Lawrence* is the mayor of Brighton, past MML president and an Honorary Life Member of the League. She is an MML Foundation director and has served on the MML board of trustees, the Legislative and Urban Affairs committee and as Regional officer. Kate is a member of a number of local organizations, including the Brighton Area Fire Authority, the Rotary club and the Optimist Club. She and her husband Larry operate Lawrence Auto Body, a fixture in downtown Brighton for almost 25 years. Kate is seeking reelection to her third, and final term as a Pool director.



*Jason Eppler* has over sixteen years of experience as a municipal official, serving the last three as the manager in Ionia. He is vice chair of the MML Transportation Infrastructure Committee, member of the International City Management Association and the Michigan Local Government Association, president of the United Way of Ionia County, vice chair of the Ionia County Memorial Hospital board of trustees, a trustee of the hospital foundation, member of the Ionia Rotary and Kiwanis clubs and active member of his local church. He is seeking his first term as Pool Director.



Michigan Municipal League  
Liability & Property Pool

OFFICIAL BALLOT - 2008

Vote for two Directors by marking the line to  
the left of the name for three year terms  
beginning January 1, 2009.

\_\_\_\_ Kate Lawrence, Incumbent  
Mayor, City of Brighton

\_\_\_\_ Jason Eppler, Incumbent  
City Manager, City of Ionia

---

Write-in Candidate

I hereby certify that:

---

(Municipality/Agency)

by action of its governing body, has  
authorized its vote to be cast for the above  
persons to serve as Directors of the  
Michigan Municipal Liability & Property Pool.

---

Official Signature

Date:

**Ballot deadline:  
November 12, 2008**

**Paul Bueche**

---

**From:** Paul Bueche  
**Sent:** Monday, September 29, 2008 5:10 PM  
**To:** City of Swartz Creek  
**Subject:** November 4 General Election

## VOTER INFORMATION.....

From the City Clerk's Office  
 Juanita Aguilar, City Clerk  
 8083 Civic Drive  
 Swartz Creek, Michigan 48473

**Oct. 6th** is the Last day to register for November general election.

**4:00 P.M. October 24, 2008** Write-in candidates file Declaration of Intent forms for November general election.

**2:00 P.M. November 1st** Electors who wish to receive an absent voter ballot for the November general election by mail submit absent voter ballot applications.

**Up to 4:00 P.M. November 3rd** Electors qualified to obtain an absent voter ballot for November general election may vote in person in clerk's office.

**Up to 4:00 P.M. November 4th** Emergency absentee voting for November general election.

**MICHIGAN ELECTION LAW (EXCERPT)**  
**Act 116 of 1954**

**168.759b Emergency absent voters' ballot; application.**

Sec. 759b.

Any registered elector may apply for absent voter ballots at any time prior to 4 p.m. on election day if he shall have become physically disabled or shall be absent from the city or township because of sickness or death in the family which has occurred at a time which has made it impossible to apply for absent voter ballots by the statutory deadline. The application shall be called an emergency absent voter application.

Emergency absent voter applications may be made by letter or on a form provided by the clerk. The application shall set forth that the voter is qualified to vote in the election, stating the statutory reason for applying for an emergency absent voter ballot and that the reason for applying after the statutory deadline occurred at such a time to make it impossible to file an application for absent voter ballots by the statutory deadline.

Any person intentionally making a false statement in such application is guilty of a felony. Any person aiding or abetting any person to make a false statement on such application is guilty of a felony.

Upon receipt by the clerk of a valid application for an emergency absent voter ballot, the clerk may deliver the ballots to the applicant in person, through a deputy or an election assistant, or he may deliver them at his office to a person named by the applicant in the application. The voter may return the ballots to the clerk in the sealed envelope provided therefore in any manner he sees fit. To be valid, ballots must be returned to the clerk in time to be delivered to the polls prior to 8 p.m. on election day.

**History:** Add. 1965, Act 205, Imd. Eff. July 16, 1965

**Popular Name:** Election Code

# Official Ballot Proposal Language **PROPOSAL 08-1**

## A LEGISLATIVE INITIATIVE TO PERMIT THE USE AND CULTIVATION OF MARIJUANA FOR SPECIFIED MEDICAL CONDITIONS

The proposed law would:

- ★ Permit physician approved use of marijuana by registered patients with debilitating medical conditions including cancer, glaucoma, HIV, AIDS, hepatitis C, MS and other conditions as may be approved by the Department of Community Health.
- ★ Permit registered individuals to grow limited amounts of marijuana for qualifying patients in an enclosed, locked facility.
- ★ Require Department of Community Health to establish an identification card system for patients qualified to use marijuana and individuals qualified to grow marijuana.
- ★ Permit registered and unregistered patients and primary caregivers to assert medical reasons for using marijuana as a defense to any prosecution involving marijuana.

---

Should this proposal be adopted?  Yes  No

---

### People Voting **YES** Argue That:

- Allowing the medical use of marijuana by individuals suffering from debilitating medical conditions opens another avenue for the treatment of these conditions or obtaining relief from their symptoms.
- The proposed law places conditions on the use of marijuana by qualified patients and contains safeguards to prevent abuse.

### People Voting **NO** Argue That:

- Marijuana, when smoked, is a dangerous drug without any accepted medical use, and prescription drugs containing medically useful compounds found in marijuana are already available to patients who may benefit from them.
- The proposed law will make it more difficult for law enforcement to control this harmful drug.

# Official Ballot Proposal Language **PROPOSAL 08-2**

## A PROPOSAL TO AMEND THE STATE CONSTITUTION TO ADDRESS HUMAN EMBRYO AND HUMAN EMBRYONIC STEM CELL RESEARCH IN MICHIGAN

The proposed constitutional amendment would:

- ★ Expand use of human embryos for any research permitted under federal law subject to the following limits: the embryos –
  - are created for fertility treatment purposes;
  - are not suitable for implantation or are in excess of clinical needs;
  - would be discarded unless used for research;
  - were donated by the person seeking fertility treatment.
- ★ Provide that stem cells cannot be taken from human embryos more than 14 days after cell division begins.
- ★ Prohibit any person from selling or purchasing human embryos for stem cell research.
- ★ Prohibit state and local laws that prevent, restrict or discourage stem cell research, future therapies and cures.

---

Should this proposal be adopted?  Yes  No

---

### People Voting **YES** Argue That:

- The opportunity to conduct embryonic stem cell research is currently limited by one of the nation's most restrictive regulatory systems.
- Many scientists believe that embryonic stem cell research has the best potential to treat and cure certain diseases which currently have no cure, such as juvenile diabetes. This stem cell research has the potential to save millions of lives and improve the quality of life for millions more.
- This proposal would not prevent continued research with other types of stem cells; it would just expand embryonic stem cell research.
- This proposal would only allow researchers, with donors' consent, to use leftover embryos from fertility clinics that would otherwise be thrown away.
- It would also ban the sale and purchase of human embryos for stem cell research and would leave in place Michigan's current ban on human cloning.

### People Voting **NO** Argue That:

- While a number of cures and therapies have been developed from adult stem cell research, none have been developed from embryonic stem cell research.
- Recent breakthroughs from adult stem cell research and the use of umbilical cord cells have shown promising results without destroying human embryos.
- Since human embryonic stem cell research is already legal in Michigan and is funded with private money, this proposal is really about allowing the use of state taxpayers' money to fund this research.
- This proposal would also prohibit the state or local units of government from enacting new laws or ordinances to regulate and restrict experimentation on live human embryos in the future.
- This proposal does not protect in the Constitution the current ban on human cloning and does not prevent changing this law in the future to ~~legal~~ legal cloning.



**City Offices**  
M-F 8am -5pm  
810.635.4464  
810.635.2887fax

**City Manager's Office**  
M-F 8am-5pm  
810.635.3600

**Police Department**  
Emerg. 911  
810.635.4401  
810.635.3728 fax

**Public Services Department**  
M-F-8am-4:30pm  
810.635.4495

**22-September-2008**

**Mr. JEFF STRALEY**  
5242 South Seymour Road  
Swartz Creek, Michigan 48473

**Mrs. LISA BOWEN**  
5234 South Seymour Road  
Swartz Creek, Michigan 48473

**Re: Tree Roots, Respective Sanitary Sewer Leads**

**Dear Mrs. BOWEN & Mr. STRALEY,**

In response to your letter received August 25<sup>th</sup>, I have looked into your concerns and will try to address them in this correspondence. The City constantly struggles with tree roots that infiltrate the public sewer mains. The removal of trees as a method of correcting this is not an effective solution and in fact, would increase utility bills significantly with a low probability of success. The City generally employs two methods for mitigating tree roots. The first is re-lining of the system with heavy gauge pvc type materials and the second is periodic grinding. Additionally, the City is responsible only for the public mains. The City does no maintenance, repairs or replacements for any individual leads, as is the case here.

The public mains in the area you refer to were re-lined in the fall-winter of 2007-2008. They are free of roots and will remain so for decades. As indicated, individual leads are the responsibility of the homeowner. You have several options in mitigating or managing the intrusions. We would be happy to meet with you to explore solutions. If you desire, please give me a call to arrange a time.

Sincerely,

  
**PAUL BUECHE**  
City Manager  
(810)-635-4464



**City Offices**  
M-F 8am -5pm  
810.635.4464  
810.635.2887fax

**City Manager's Office**  
M-F 8am-5pm  
810.635.3600

**Police Department**  
Emerg. 911  
810.635.4401  
810.635.3728 fax

**Public Services Department**  
M-F-8am-4:30pm  
810.635.4495

**22-September-2008**

**Mr. JEFF STRALEY**  
5242 South Seymour Road  
Swartz Creek, Michigan 48473

**Mrs. LISA BOWEN**  
5234 South Seymour Road  
Swartz Creek, Michigan 48473

**Re: Tree Roots, Respective Sanitary Sewer Leads**

**Dear Mrs. BOWEN & Mr. STRALEY,**

In response to your letter received August 25<sup>th</sup>, I have looked into your concerns and will try to address them in this correspondence. The City constantly struggles with tree roots that infiltrate the public sewer mains. The removal of trees as a method of correcting this is not an effective solution and in fact, would increase utility bills significantly with a low probability of success. The City generally employs two methods for mitigating tree roots. The first is re-lining of the system with heavy gauge pvc type materials and the second is periodic grinding. Additionally, the City is responsible only for the public mains. The City does no maintenance, repairs or replacements for any individual leads, as is the case here.

The public mains in the area you refer to were re-lined in the fall-winter of 2007-2008. They are free of roots and will remain so for decades. As indicated, individual leads are the responsibility of the homeowner. You have several options in mitigating or managing the intrusions. We would be happy to meet with you to explore solutions. If you desire, please give me a call to arrange a time.

Sincerely,

  
**PAUL BUECHE**  
City Manager  
(810)-635-4464

Jeff Straley  
5242 Seymour Rd.  
Swartz Creek, MI 48473

Lisa Bowen  
5234 Seymour Rd.  
Swartz Creek, MI 48473

Tom Svrcek  
City of Swartz Creek  
Department of Public Works  
Swartz Creek, MI 48473

August 14, 2008

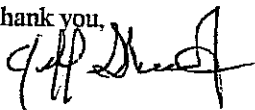
Mr. Svrcek:

This letter is written, per your direction, to request the city of Swartz Creek to remove any and all trees, shrubbery, etc. on the city's easement located on the property of 5242 Seymour Rd. (a/k/a Lot # 206, Winchester Woods Subdivision).

It has been well documented by the property owners and the city of Swartz Creek since 2004 that the root systems from the growth of the greenery on this particular easement cause numerous problems with the sanitary sewer systems for 5242 Seymour Rd. and 5234 Seymour Rd. (a/k/a Lot #205, Winchester Woods subdivision).

Removal of the trees and shrubbery is necessary to allow owners of the above identified properties unencumbered access to the city's sanitary sewer main. A copy of the easement map, acquired from the city of Swartz Creek in 2005, has been enclosed, with the approximate location of all trees and overgrowth involved in the invasion of the sewer lines at 5242 and 5234 Seymour Rd.

Thank you,



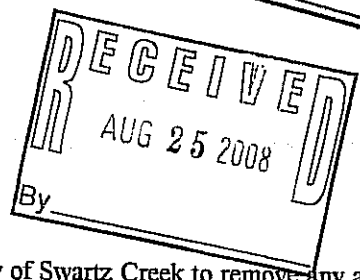
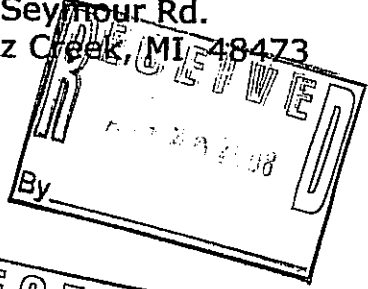
810-962-0715

Jeff Straley, property owner  
5242 Seymour Rd.  
Swartz Creek, MI 48473



810 635-0457

Lisa Bowen, property owner  
5234 Seymour Rd.  
Swartz Creek, MI 48473



Copy original sent certified mail

Oakview Dr.

MAPLES  
COTTONWOODS

EASEMENTS

STRALEY  
5242

BOUDEN  
5234

SCHNEIDER

Shot Property

\* DIRECTION OF SEWAGE LINE FROM HOUSE, ALTHOUGH EXACT PATH UNKNOWN, VIDEO SURVEILLANCE OF LINE FROM HOUSE TO MAIN REVEALED NUMEROUS TREE ROOTS INVADING SEWER, 90' TO 110' FROM CLEANOUT - THIS WOULD MEAN TREES ON CITY EASEMENT ARE CULPRITS. SEWER LINE DOES NOT CONNECT TO MAIN BEHIND SUBJECT PROPERTY, BUT RATHER LEAVES THE LOT, CUTTING ACROSS 5242 BACK YARD.

Diagram 1/21





341

## FALL SPIRIT IN THE CREEK CONTEST

The GFWC Swartz Creek Women's Club would like to bring community spirit back again this year with our 2<sup>nd</sup> annual Fall Spirit in the Creek Contest. By doing this, we hope to continue pride in our community and make it a destination for others to visit.

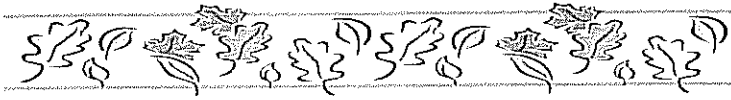
This year's event will involve a scarecrow theme. We are asking all businesses to use their imagination and creativity to create a scarecrow representing them to be on display at their place of business for the months of October and November. We also encourage Scout Troops, National Honor Society, etc. to join us in this endeavor by placing scarecrows at City Hall, Fire Department, Post Office, Library, and any empty park areas.

All entries will be judged the week of October 27, 2008, and the most creative, original display will receive a framed award to hang in their business. A ribbon will be given to first, second and third place displays and will be placed on your scarecrow for all to see!

Any questions please call:

Sandy Raffaelli @ 635-4262  
Monte Morgan @ 635-3467  
Barb Johnson @ 635-7917

We hope to see this town come ALIVE with SPIRIT!!!!!!!!!!!!



***Please join us  
for refreshments  
and a tour of our new  
office and warehouse***

**Location: Old Newsboys of Flint, Inc.  
6255 Taylor Drive  
Flint, Michigan 48507  
(in 23/75 Business Park off Hill Road)**

**Time: 10 a.m. to 2 p.m.  
Date: October 15, 2008**

**Any questions? Give us a call at  
(810) 744-1840**

