VILLAGE OF SPARTA

Kent County, Michigan
Village Council Meeting
Monday, February 17, 2025 at 7:00 PM
75 N. Union St. (Sparta Civic Center)

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Additions or Corrections to Consent and Business Agenda

Consent Agenda:

- a. Approve Regular Village Council Meeting Minutes of January 17, 2025
- **b.** Approve Fire Board Meeting Minutes of January 23, 2025
- c. Approve DDA Meeting Minutes of January 14, 2025

5. Approval of Consent and Business Agenda

6. Public Comment for Agenda Item

Please Note: This Public Comment portion of the meeting is reserved for comment on agenda items. Personal or abusive attacks on Council members, staff members, or other participants will not be tolerated and may result in the Village President taking action, up to and including, having the speaker removed from the meeting by law enforcement officers.

7. Public Hearing

a. None.

8. Old Business

a. None.

9. New Business

- a. Village Complex Demo Bid Award
- b. Village Complex Construction Bid Award
- c. Waste Water Treatment Plant Design Build Contract Approval
- d. BS&A Cloud Service Agreement
- e. Town Square Easement Approval
- f. Local Bridge Funding Update/Proposal
- g. Res. 25-04 A Resolution of Intent to Alter the Village Boundaries

10. Executive Session

a. None.

11. Village Manager & Department Reports

12. Communications

a. Civic Center Future Discussion

13. Payment of Bills

January Payables

PAYABLES	
(101) General Fund	\$173,695.42
(202) Major Street Fund	\$5,944.75
(203) Local Street Fund	\$13,790.68
(581) Airport	\$7,562.86
(590) Sewer Department Fund	\$58,920.13
(591) Water Department Fund	\$27,138.46
(661) Equipment Rental Fund	\$11,487.57
Total	\$298,539.87

Informational:

(206) Fire Department	\$15,746.04
(208) SRA Park Fund	\$223.54
(248) Downtown Development Authority	\$15,272.20
Total	\$31,241.78

14. Public Comment

15. <u>Council Member Announcements</u>

16. Adjournment

VILLAGE OF SPARTA

Kent County, Michigan
Village Council Meeting
Monday, January 20, 2025 at 7:00 PM
75 N. Union St. (Sparta Civic Center)

Present:

President Robert Whalen, Council Members Brenda Braybrook, Robert Carlstrom, David Cumings, Courtney Mais, Tom Peoples, Bill Taylor

Absent:

Also Present:

Village Manager James Lower, DPW Supervisor William Hunter, Police Chief Andrew Milanowski, Airport Manager Mike Krzciok, Village Clerk Kristen Phelps, Conrad Bowman (WWTP), Max Fierick,

1. Call to Order

The Meeting was called to order at 7:00 PM by President Robert Whalen

2. Pledge of Allegiance

The Pledge was recited.

3. Roll Call

Formal roll call was taken. Attendance is noted above.

4. Additions or Corrections to Consent and Business Agenda

Consent Agenda:

- a. Approve Regular Village Council Meeting Minutes of November 18, 2024
- **b.** Approve Regular Village Council Meeting Minutes of December 9 2024
- c. Approve Fire Board Meeting Minutes of December 19, 2024
- d. Approve DDA Meeting Minutes of December 12, 2024
- **e.** Approve Planning Commission Appointments: Gary Moody- 3 Year Term, Christina Owens 3 Year Term, & Robert Carlstrom until is current council term expires
- f. Approve DDA Appointments: Andrea Gray, Thomas Cheslek, and Nathan Benham

5. Approval of Consent and Business Agenda

The Consent and Business were approved as presented.

Motion: Carlstrom moved to approve the consent agenda, support Braybrook. **Motion Carried unanimously.**

6. Public Comment for Agenda Item

Please Note: This Public Comment portion of the meeting is reserved for comment on agenda items. Personal or abusive attacks on Council members, staff members, or other participants will not be tolerated and may result in the Village President taking action, up to and including, having the speaker removed from the meeting by law enforcement officers.

7. Public Hearing

a. None.

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8. Old Business

a. None.

9. New Business

- a. Res. 25-01 Notice of Intent to Bond CWSRF
 - **Motion:** Cumings moved to approve Res. 25-01, supported by Mais. **Motion passed** 7-0
- **b.** Res. 25-02 Authorizing the Issue of General Obligation Bond Re: Village Complex
 - **Motion:** Mais moved to approve Res. 25-02, supported by Braybrook. **Motion passed** 7-0
- c. Bond Sale & Size Process Discussion
 - The council reached a consensus to authorize the Manager, President, and Clerk to proceed with the bond sale, provided the bids fall within the previously discussed range.
- d. Res. 25-03 Street Administrator Appointment
 - Motion: Mais moved to approve Res. 25-03, supported by Peoples. Motion passed 7-0.
- e. Revised leaf machine proposal
 - Motion: Mais moved to approve the proposal as presented, supported by Carlstrom.
 Motion passed 7-0.
- f. Rouge River Park Engineering, Grant Admin, and Oversight Proposal
 - Motion: Mais moved to approve proposal as presented, supported by Braybrook.
 Motion passed 7-0.
- g. Ord. 25-01 An ordinance to amend the planning commission membership, appointment, & terms
 - Motion: Cumings moved approve Ord. 25-01, supported by Mais. **Motion passed 7-0.**

10. Executive Session

a. None.

11. Village Manager & Department Reports

The Village Manager provided an update on various topics and ongoing developments within the Village.

12. Communications

a. Outstanding Performance Recognition
Officer of the Vear Zach Bultoma, was

Officer of the Year, Zach Bultsma, was recognized for his outstanding performance in his night shift duties. He was honored with a commemorative plaque to acknowledge his excellence and dedication.

13. Payment of Bills

December Payables

PAYABLES	
(101) General Fund	\$106,476.68
(202) Major Street Fund	\$2,184.18
(203) Local Street Fund	\$6,122.99
(581) Airport	\$72,955.87
(590) Sewer Department Fund	\$27,542.28
(591) Water Department Fund	\$33,595.80
(661) Equipment Rental Fund	\$34,063.17
Total	\$282,940.97

Informational:

(206) Fire Department	\$149,840.21
(208) SRA Park Fund	\$9,437.02
(248) Downtown Development Authority	\$15,087.09
Total	\$174,364.32

Motion: Taylor moved to approve the payables as presented, supported by Mais. Motion passed 7-0.

14. Public Comment: None

15. Council Member Announcements

Councilman Peoples was appointed to County Fire Commission.

16. Adjournment

The meeting adjourned at 7:55 pm.

Minutes of the Sparta Fire Board Meeting January 23, 2025

Present: Bergman (twp-chair), Cumings (village), Goodfellow (twp), Anderson (twp), Cumings (village), Peoples

(village) & Chief Olney, **Absent:** Van Patten (village)

Bergman called the meeting to order @7:00 pm.

Additions to Agenda: none Approval of the Agenda:

Motion: Cumings to approve agenda

Second: Anderson
Motion Passed: 5-0

Public Comment: None

Approval of the Meeting Minutes December 19, 2024:

Motion: Goodfellow to approve December 19, 2024, minutes.

Second: Peoples
Motion Passed: 5-0

Finance Board Update:

Cumings stated that the finance board has met twice since the last board meeting. They reviewed and approved all department invoices of \$32,154. The department has a current fund balance of \$1,002,900,48. The month-end financial statement for expenditures and revenues is well within the current budget. The operational budget is currently at 82% for 10 months. Total revenue is 80% of the budget. The department has accumulated over \$46,598 in interest for the year. Chief Olney stated that at the March meeting he'll review with the board any budget items that need to be revised.

Approval of the bills:

Motion: Made Anderson to approve bills through January 21, 2025

Second: Cumings
Motion Passed: 5-0

Old Business:

The USDA now requires a copy of all the deeds for the property the Fire Department owns. The original property deed for the fire station has not been located and the Chief has Bell Title company doing a title search on the property. No title has been located yet and if one can is not located a new title/deed will be made.

The USDA requires a letter of Credit, the Chief and Bergman meet with Jen at Choice One for a letter of credit. Choice One is working with our Fire Department attorney for options which would cover all parties. It was the consensus of the board to work with the Village and Township boards for a proposal for both boards to issue a letter of credit/backing for additional funds if required in lieu of a letter of credit from a bank.

Fund Raiser from Eagles champagne Breakfast: The Sparta Eagles presented to the Fire Chief a check for \$10,000 for funds raised from the Champagne Breakfast. The Chief stated that the funds raised may be used for additional equipment required on the new vehicle or departmental fire gear.

Medic #10: The cap and refurbished slide out have been installed. The vehicle will be sent out in the first part of February for the installation of all the lights, electronics and lettering. The vehicle should be available for be in service March.

WEB Site: The Chief stated that there is still additional work to be done. The latest yearend review has been posted. There are new pictures, new tabs for a monthly newsletter, a tab for department employees and a tab for department vehicles which still needs to be added.

Chief's Report: Chief Olney presented the Chief's report. (attached) There were 1183 calls for the year, which was 26 more calls than in 2023. YTD calls in 2025 there were 65. There was 1 fire call this month and 3 auto aid calls. There were 3 hazardous calls and 4 accidents, with minor injuries this month.

Public Comment: The Board congratulated Tom Peoples on his appointment to the Kent County Fire Commission.

Next Meeting Date: February 20th, 2025, at 7:00 PM at the fire station.

Next Finance Meeting Dates: February 4th and February 18th at 4:00 PM at the fire station.

Public Comment: none

Adjournment:

Motion: Anderson to adjourn at 7:40 PM.

Second: Peoples
Motion Passed: 5-0

Minutes by Goodfellow 1-24-25.



36 Elmwood Street Sparta, MI 49345

Telephone: 616-887-0900

Chiefs Report January 23, 2025

Previous meeting information and updates:

- Station grant updates
 - a. Still working on locating the deed for the station (working with Bell Title Company in Grand Rapids)
 - b. Met with Jennifer Bellamy she is working with Jim Scales
- 2. Champagne Breakfast Fundraiser raised \$10,000
- 5. Medic #10 cap and slide out installed waiting for a couple of items from the installer
- 4. Website update met with the web designer and provided him with the 2023 Annual report, and updated photos. We are working on an Employee and Apparatus Page

New Business:

- 1. Ended 2024 with 1183 calls this is up 26 calls from 2023
- 2. Monthly report
 - a. Fire calls (NFIRS 100 classifications)
 - 1. 1098 Franklin St (Mutual Aid to Marne Fire on a Commercial Building Fire)
 - 2. 171 E Division electrical fire in an outlet
 - 3. 13320 Sparta Ave (Auto Aid to Kent City on a house fire)
 - 4. 3920 Casper Ave (Auto Aid to Alpine Fire on a house fire)
 - b. Explosions calls (NFIRS 200 classifications)
 - c. Rescue calls including accidents (NFIRS 3- classifications)
 - 1. Peach Ridge and 12-mile (rollover with no injuries)
 - 2. S. Union and Centennial: car into a house (cost recovery submitted)
 - 3. M37 and 12-mile: slide off no injuries
 - 4. M37 north of 15-mile: two-car accident (3-injuries)
 - d. Hazardous Conditions (NFIRS 400 classifications)
 - 1. 400 block of 10-mile: iPhone crash alert (no incident found)
 - 2. 11160 N Division: wire down
 - 3. 300 block of Doris: gas leak
 - 4. 1900 block of 15-mile: gas burn off
 - e. Service calls (NFIRS 500 classifications)
 - f. Good intent calls (NFIRS 600 classifications)
 - We had 5 calls canceled enroute to the incident or before going into service
 - 2. We had 1 call dispatched to the wrong location
 - g. False alarms (NFIRS 700 classifications)
 - 1. We had 3 false fire alarms
 - h. Severe Weather incident (NFIRS 800 classifications)
 - i. Special incidents (NFIRS 900 classifications)

Filter statement

Alarm Date Range 12/16/24 to 1/19/25 | Is Locked true | Is Active true

Incident Type Breakdown

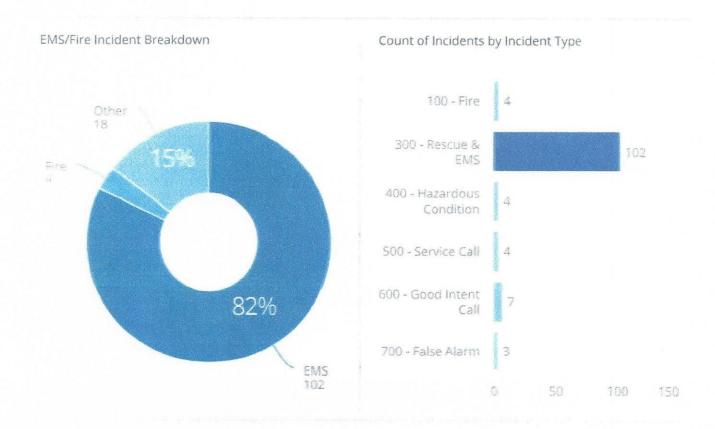
Date Range: December 16, 2024 thru January 19, 2025 (2024: ended with 1183)(2025: currently 58)

Count of Total Incidents & Exposures

Count of Incidents

124

Count of Exposures 124



Sparta Downtown Development Authority MEETING MINUTES JANUARY 14, 2025 SPARTA CIVIC CENTER

Meeting called to order at 7:45am by Cheslek

Members present:, Cheslek, Driscoll, Freeland, Potes, Stoner, Scarffe, Lamb, Baker

Members Absent: Whalen, Shangle, Benham

Also Present: Elizabeth Morse, DDA Director; Jim Lower, Village Manager,

Motion to accept the DDA meeting minutes with corrections of December 10, 2024 by Freeland, second by Potes. All approved.

Approval of DDA Finance Report. Motion by Potes, second by Freeland. All approved.

Public Comment - None

Unfinished Business - None

- 1) MOU Updated draft was attached, consensus to add information about the ownership of the office space and equipment into the MOU.
- 2) Motion by Driscoll, second by Baker to adopt the 2025 meeting schedule. All approved.

New Business

1) Discussion of the DDA board member attendance policy that was adopted in 2012. Discussion that the current policy will meet our needs, with the inclusion of Excused Absences be added to the regular agenda. Motion by Freeland, second by Baker to approve the addition to the agenda. All approved.

Public Comment - None.

DDA Business Director Report

- A) Director report attached.
- B) The date for the joint DDA/Chamber/Events Board meeting is scheduled for Tuesday, February 11, 2025.

Meeting adjourned by executive privilege at 8:30 am.



ACTION MEMO Staff Communication

DATE: February 17, 2025

TO: Village President Whalen and Members of Council

FROM: William Hunter, Director of Public Works

RE: Award of Contract – 2025 DPW Demolition Project

BACKGROUND

On January 30, 2025, at 2:00 PM, the Village of Sparta publicly opened bids for demolishing the DPW building located at 276 W Division. A total of 13 bids were received, with Pitsch submitting the lowest responsive bid at \$76,200.

While Addendum No. 2 required bidders to submit an alternate price excluding roof asbestos abatement if later determined non-ACM, Pitsch did not submit an alternate bid. However, even without this deduction, their total bid remains the lowest among all bidders.

BID EVALUATION & CONTRACTOR REVIEW:

Following the bid opening, I contacted Pitsch and conducted reference checks, all of which were positive. Pitsch is a specialized demolition contractor with a strong reputation for similar projects. Their references confirmed:

- Experience in building demolition and hazardous material abatement
- Compliance with environmental and safety regulations
- On-time and within-budget project completion

Pitsch is recommended as this project's most responsible and lowest-qualified bidder based on its competitive pricing, qualifications, and strong references.

FINANCIAL IMPACT:

Pitsch's bid of \$76,200 is well within budget for this project. Since they did not submit an alternate bid, the final contract amount will not be subject to adjustments based on roof asbestos testing.

Bidder	Total Base Bid	Alternat	Potential Lowest Cost
		Roof	
		Deduction	
Pitsch	\$76,200	N/A	\$76,200
JMB Demolition LLC	\$78,250	\$2,000	\$76,250
Specialized Demolition	\$88,500	\$4,000	\$84,500
Falcon Demolition LLC	\$126,900	\$20,000	\$106,900
Other Bidders	\$99,700 - \$236,036		Variable Higher than Pitsch

Even if other bidders applied their alternate deductions, Pitsch remains the lowest bid.

RECOMMENDATION:

Staff recommends that the Village Council approve the \$76,200.00 contract with Pitsch for the DPW Demolition Project and authorize the Village Manager to sign.

A copy of the contract is attached for Village Council review and approval.

ATTACHMENT:

- 1. Bid Tabulation Sheet
- 2. Proposed Contract with Pitsch

2025 Demo RFP

Contractor	JMB Demolition LLC	Specialized Demolition	Falcon Demolition LLC	Pitch	Bierlein Companies Inc	Overbuilt Construction LLC	Heiler Excavating LLC	Bob's Asphalting Inc	X-treme Demolition Inc	American Classic	American Classic	Melching Inc	TB Impact	
Bid Bond	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	
Permitting	\$1,200.00	\$350.00	\$1,500.00	\$500.00	\$500.00	\$1,500.00	\$2,953.60	\$3,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,200.00	\$0.00	
Utility Disconnections	\$2,000.00	\$1,150.00	\$2,000.00	\$1,500.00	\$500.00	\$2,000.00	\$1,000.00	\$3,000.00	\$2,000.00	\$0.00	\$0.00	\$3,000.00	\$4,000.00	
Site preparation	\$2,000.00	\$21,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$8,165.30	\$5,000.00	\$2,000.00	\$0.00	\$0.00	\$7,000.00	\$15,000.00	
Asbestos Abatement	\$26,000.00	\$23,000.00	\$65,200.00	\$22,000.00	\$13,000.00	\$39,980.00	\$41,057.00	\$35,000.00	\$33,000.00	\$105,000.00	\$139,490.00	\$74,800.00	\$28,000.00	
Lead Abatement	\$1,500.00	\$500.00	\$6,400.00	\$100.00	\$1,000.00	\$0.00	\$0.00	\$68,617.00	\$2,200.00	\$0.00	\$0.00	\$0.00	\$12,500.00	
Demolition	\$9,800.00	\$14,500.00	\$11,500.00	\$5,600.00	\$34,900.00	\$29,930.00	\$37,150.75	\$40,000.00	\$44,000.00	\$45,697.00	\$45,417.00	\$21,000.00	\$22,000.00	
Debris removal and disposal	\$29,850.00	\$18,000.00	\$39,600.00	\$33,250.00	\$41,000.00	\$16,400.00	\$37,150.75	\$30,000.00	\$0.00	\$28,991.00	\$26,039.00	\$31,000.00	\$45,000.00	
Salvage and recycling	\$0.00	\$8,000.00	\$17,000.00	\$250.00	\$22,000.00	\$3,200.00	\$20,579.60	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,500.00	
Site grade	\$5,900.00	\$2,000.00	\$13,400.00	\$12,000.00	\$13,000.00	\$16,210.00	\$30,010.00	\$10,000.00	\$15,000.00	\$23,590.00	\$23,590.00	\$0.00	\$7,000.00	
Total	\$78,250.00	\$88,500.00	\$161,600.00	\$76,200.00	\$126,900.00	\$111,720.00	\$178,067.00	\$199,617.00	\$99,700.00	\$204,778.00	\$236,036.00	\$138,000.00	\$139,000.00	
Deduction if the roos is non asbestos	\$2,000.00	\$4,000.00	\$20,000.00	\$0.00	\$20,000.00		\$3,000.00	\$50,400.00	\$0.00	Alternate				

\$14,000.00

CONTRACTOR SERVICES AGREEMENT

This Contractor Services Agreement ("Agreement") is made as of February 17, 2025, by and between the Village of Sparta, a Michigan municipal corporation with a principal address of 156 E Division, Sparta, MI 49345 (the "Village"), and Pitsch Companies, with a principal address of 675 Richmond St NW, Grand Rapids MI 49504 ("Contractor").

RECITALS

The Village seeks to engage a contractor to perform services generally described as 2025 DPW DEMO ("Work"), as detailed in the attached Proposal (Exhibit A). The contractor has agreed to provide such services under the terms and conditions outlined in this Agreement.

TERMS AND CONDITIONS

- 1. Scope of Work
 - 1.1. Contractor shall perform all Work described in Exhibit A in accordance with the Village's specifications and instructions.
 - 1.2. The Village reserves the right to amend specifications or instructions as necessary. Any changes shall be documented in writing and agreed to by both parties.
- 2. Budget, Schedule, and Approval
 - 2.1. Contractor shall submit a budget and schedule for the Village's written approval before commencing Work. No budget or schedule changes may occur without prior written consent from the Village Manager or designee.
 - 2.2. Contractor shall not commence any phase or task without prior written authorization from the Village Manager.
- 3. Performance Standards
 - 3.1. Contractor shall perform Work with the standard of care and skill customarily provided in the industry under similar circumstances.
 - 3.2. Contractor warrants that all materials, products, and services conform to the specifications outlined in this Agreement. All products shall be free from defects, of merchantable quality, and suitable for their intended purposes.
- 4. Reporting and Compliance
 - 4.1. Contractor shall provide monthly written updates on the status of Work, including budget and schedule adherence.
 - 4.2. Contractor shall comply with all applicable laws, regulations, and grant conditions.
- 5. Payment Terms
 - 5.1. The Village agrees to pay the Contractor a total not exceeding \$76,200.00, as specified in Exhibit A, unless otherwise approved in writing.
 - 5.2. Payments shall be made within 30 days after the Village receives and approves invoices.
 - 5.3. Invoices must include detailed descriptions of completed tasks and corresponding costs.
- 6. Insurance and Indemnity
 - 6.1. Contractor shall maintain the following insurance policies:
 - 6.1.1. General Liability: \$1,000,000 minimum coverage
 - 6.1.2. Automobile Liability
 - 6.1.3. Worker's Compensation as required by Michigan law
 - 6.1.4. Professional Liability Insurance
 - 6.2. The Village shall be listed as an additional insured on the insurance certificates. Proof of coverage must be provided before commencing Work.
 - 6.3. Contractor agrees to indemnify and hold harmless the Village from any claims, damages, or liabilities arising from Work performance.
- 7. Ownership of Work Product
 - 7.1. The Village retains ownership of all materials, drawings, reports, and other work products created under this Agreement.
 - 7.2. Contractor may not reuse or reproduce the work product without prior written consent.
- 8. Delivery, Inspection, and Acceptance
 - 8.1. Time is of the essence for this Agreement. The contractor shall perform all Work according to the approved schedule.
 - 8.2. The Village reserves the right to inspect and reject non-conforming Work. The contractor shall promptly correct deficiencies at no additional cost to the Village. Page 1 of 81

9. Termination

- 9.1. This Agreement may be terminated under the following circumstances:
 - 9.1.1. By mutual written consent of both parties.
 - 9.1.2. Upon Contractor's breach, following a 30-day cure period.
 - 9.1.3. If Contractor becomes insolvent, files for bankruptcy, or cannot complete Work.
- 9.2. Upon termination, the Contractor shall immediately cease Work and deliver all completed or in-progress materials to the Village. Payment shall be made for Work satisfactorily completed up to the termination date.

10. Non-Discrimination

The contractor agrees to comply with all federal, state, and local anti-discrimination laws, including the Elliott-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act.

11. Miscellaneous

- 11.1. Notices: All notices under this Agreement must be in writing and sent to the above addresses.
- 11.2. Entire Agreement: This document, including the attached Exhibits and the Village's Purchase Order Terms and Conditions, constitutes the entire agreement between the parties.
- 11.3. Governing Law: This Agreement shall be governed by Michigan law.
- 11.4. Severability: If any provision is deemed unenforceable, the remaining provisions shall remain in full force and effect.

The parties have signed this Agreement as of the date first above written.

The contractor has read and received a copy of the Village's standard purchase order terms and conditions and agrees that to the extent those terms and conditions are not inconsistent with the provisions set forth above, the same are incorporated herein and form a part of this Agreement.

The parties have signed this Agreement as of the date first above written.

VILLAGE OF SPARTA		Pitsch Companies., Contr	actor
By:		By:	
Ву:		Its:	
Date Signed:	. 20	Date Signed:	. 20

PURCHASE ORDER TERMS AND CONDITIONS

- I. ACCEPTANCE. This purchase order expressly limits acceptance solely to the terms and conditions stated on the face and reverse side of this document, which are EXCLUSIVE and apply to all proposals accepted by Buyer for the goods and/or services set forth above and represent the sole and exclusive terms upon which Buyer will purchase goods and/or services from Seller. This Purchase Order does not incorporate or assent to any terms and conditions proposed by Seller in any proposal or other communication. Any additional or different terms and conditions proposed by Seller are unacceptable and expressly rejected by Buyer and shall not be binding unless accepted in writing by Buyer's authorized purchasing representative. Buyer's failure to object to provisions contained in any proposal or other communication from Seller shall not be deemed an acceptance by Buyer nor shall any such provisions supersede these Terms and Conditions. The Purchase Order constitutes an offer that can be accepted by Seller by (i) signing and returning the acknowledgment copy, (ii) commencing work on any products or services ordered, (iii) shipping any of the products or providing any of the services ordered, or (iv) by Seller's acknowledgment (by its acknowledgment form or otherwise) to Buyer. All terms and conditions outlined in an acknowledgment, invoice, or other communication from Seller that conflict with or are additional to the Terms and Conditions of this Purchase Order are objected to by Buyer and shall not be effective or binding on Buyer. When accepted, this Purchase Order shall be the sole and entire contract unless otherwise stated. None of the Terms and Conditions herein may be added to, modified, superseded, or otherwise altered except by a written instrument signed by an authorized buyer representative.
- 2. PRICES AND EXTRA CHARGES. Seller's prices shall not be (i) higher than the prices stated on the Purchase Order and (ii) lower if Seller's prices for products or services of like grade and quality are lower than the Purchase Order prices. Where no prices are stated, Seller's prices shall be (i) Seller's best prices for products or services of grade and quality or (ii) the fair market prices of the products or services, whichever are lower. In all events, Buyer shall receive the benefits of all price reductions by Seller. Buyer shall not be liable for any extra charges, including but not limited to charges for drayage, freight, packing storage, taxes, tooling, or tool maintenance, unless expressly agreed to in writing.
- 3. QUANTITIES. Unless otherwise agreed to in writing, the Buyer's obligation is limited to the specific quantities outlined in the Purchase Order. Seller warrants that all markings of weight or measurement shall be true and correct. Buyer may return over-shipments to Seller at Seller's expense.
- 4. SPECIFICATIONS. Any specifications, drawings, notes, instructions, Contractor requirements or notices, or technical data referred to in this Purchase Order shall be deemed to be incorporated herein by reference as if fully set forth herein. In case of any discrepancies or questions regarding any of the foregoing, the Seller shall refer the matter to the Buyer for decision, instructions, or interpretation.
- 5. **DELIVERY.** Time is of the essence to this purchase order. Products shall be delivered, and services shall be provided in accordance with the shipping and delivery instructions provided by the Buyer. If the Buyer has not provided packing or shipping instructions, the Seller will pack and ship products in accordance with sound commercial practices. Unless otherwise specified, all products shall be tendered in a single delivery. Title in Products delivered will transfer upon receipt of the products by Buyer. Seller shall immediately notify Buyer whenever Seller believes any scheduled delivery will be late. Suppose products are not ready for delivery in time to meet the Buyer's shipping schedule. In that case, the Seller will be responsible for additional costs of any resulting expedited or other special transportation.
- 6. CHANGES. Buyer may change the drawing specifications or approved samples of any products or services covered by this Purchase Order. If such changes result in an increase or decrease in the marginal costs of Seller, then an equitable adjustment shall be made in the price or prices and this Purchase Order shall be modified accordingly. Buyer may at any time extend delivery dates due to Force Majeure (as defined herein) or for reasonable periods of time in the absence of Force Majeure without incurring any additional costs or expenses.
- 7. CANCELLATION FOR CAUSE. Buyer may cancel this Purchase Order for "cause," in whole or in part, without any obligation or liability on the part of Buyer. "Cause" includes, without limitation, (i) Seller's breach of any provisions of this Purchase Order, including, without limitation, the failure to deliver on time, delivery of non-conforming products or services or the breach by Seller of any warranties and Seller's failure to cure such breach within 30 days of notice from Buyer; (ii) Seller's insolvency or bankruptcy or (iii) any cause or condition beyond Buyer's control including, without limitation, acts of God, the public enemy, accidents, explosions, fires, other causalities, wars, riots, embargoes, epidemics, shortages, unusually severe weather, governmental action, transportation difficulties, strikes, lockouts, other labor difficulties, the inability to obtain necessary materials and the failure of Buyer's suppliers to deliver or perform ("Force Majeure"). Buyer will make no payments for finished goods, work-in-process or raw materials fabricated or procured by Vendor in amounts over those authorized in delivery releases nor for any undelivered goods in Vendor's standard stock or which are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by the Buyer for finished goods that the Vendor would produce under delivery or release schedules outstanding at the date of termination.
- 8. TERMINATION WITHOUT CAUSE. Buyer may terminate this Purchase Order in whole or in part without cause. In the case of special order products and services made and provided primarily in accordance with the specifications of Buyer, Buyer shall be liable only for marginal or variable costs and expenses (excluding, without limitation, any liability for fixed or period costs, selling, general or administrative expenses, interest or profits) incurred by Seller before the date of termination, less full credit for direct materials or tooling reusable by Seller, and less the full scrap or salvage value for materials or tooling which Seller cannot reuse. In the case of all other products or services (including but not limited to those products or services where Buyer's specifications are secondary or incidental), the Buyer shall be liable for the Purchase Order price only for the products shipped and not returned to Seller or services provided before the date of termination.
- 9. **SELLER'S EXCLUSIVE AND SOLE REMEDY.** Notwithstanding any breach of this Purchase Order by Buyer, it is expressly agreed that Seller's remedy and the liability of Buyer (whether for special order products and services or all other products and services) as set forth herein represents the exclusive and sole remedy of Seller under this Purchase Order.
- WARRANTIES. Seller represents and warrants that Seller has special skills and that Buyer is relying on the skill and judgment of Seller to select and furnish suitable products or services. Seller also warrants that it has and will transfer to Buyer ownership and good title to Products delivered and Services provided, free of all liens, encumbrances and rights of third parties (except for those created by Buyer). All written or oral statements of Seller as to functions, quality, suitability and use of the products or services are warranties of Seller. Seller represents and warrants that all products (including packaging) and services (including construction work) provided under this Purchase Order shall (i) fully and strictly conform to the Specifications, (ii) be free of defects, (iii) be of good material and workmanship and
- (iv) are merchantable and for the general and particular purposes for which they are required. If any products or services are nonconforming, Seller shall if Buyer requests, promptly and without charge, repair or replace the products or provide replacement services. Seller shall be liable for all direct, incidental and consequential damages resulting from nonconforming products or services or breach of any other warranties or provisions of this Purchase Order.
- 11. INSPECTION. Seller shall employ adequate quality control procedures and comply with the quality control procedures provided by Buyer. Buyer shall have the right to inspect and test all products and services and reject or revoke acceptance of nonconforming products and services before shipment, upon delivery, or at any time after delivery. Buyer's right of inspection and revocation of approval shall survive the acceptance of and the payment for the products or services and shall survive any resale by Buyer. Buyer is not required to inspect products delivered or Services performed, and no inspection or failure to inspect will reduce or alter Seller's obligations under the Contract. Seller shall be responsible for all rework charges relating to defective material, including those shipped to Buyer's customers.
- 12. **BILLING AND PAYMENT.** Invoices and shipping documents, with appropriate supporting documentation and other information reasonably required by Buyer, shall be mailed postage prepaid to the address shown on the face of the Purchase Order. The Purchase Order number, part number, and quantity must appear on all shipping documents, invoices, and correspondence. Buyer may withhold payment until a correct and complete invoice or other required information is received and verified. All products delivered after the 25th of the month shall be billed at the first of the month. The payment date and discount period will be calculated from the date Buyer or the goods received the invoice are received by Buyer, whichever is later, provided, however, that the payment date and discount period shall be calculated from the scheduled date of delivery if the deliveries and invoicing are made ahead of schedule. Progress payments for construction are subject to a 10% retention until the Buyer's final acceptance of the construction work. No payments for construction work shall be made or due without the release of the mechanic's lien from all contractors, subcontractors, and materials.
- 13. **RETURNS.** Buyer shall have the right to return any part or all of the nonconforming products at Seller's expense. Buyer shall have the right to return any part or all of the conforming products at the expense of Seller if quantities tendered or delivered are different than those specified on the Purchase Order or the products are not tendered or delivered as scheduled.
- 14. RISK OF LOSS. The risk of loss for conforming goods shall be on the Seller until the products are delivered to the destination specified in the Purchase Order, regardless of whether the Buyer or Seller is paying for the freight. The risk of loss for nonconforming products shall always be on the Seller.
- is. INSOLVENCY. Buyer may immediately cancel this order without liability to Vendor in the event of the happening of any of the following or any other comparable event:
 (a) insolvency of the Vendor, (b) filing of a voluntary petition in bankruptcy by Vendor; (c) filing of any involuntary petition in bankruptcy against Vendor; (d) appointment of a receiver or trustee for Vendor; (e) or execution of an assignment for the benefit of creditors by Vendor, provided that such petition, appointment or assignment is not vacated or nullified within fifteen (15) days of such event.
- 16. MODIFICATION, RESCISSION, AND WAIVER. The parties hereto intend this purchase order as the final expression of their agreement and as the complete and exclusive statement of the terms and conditions thereof. No modification or rescission of this Purchase Order by Buyer or any waiver of rights under it shall be binding upon Buyer unless it is in writing and signed by Buyer.
- 77. CONFLICTING TERMS. If the terms on the Seller's invoice as issued do not agree with the terms of the Purchase Order or any of these Terms and Conditions,

Seller agrees that Purchaser may change the invoice to conform to the Purchase Order and, as applicable, these Terms and Conditions and make payment accordingly.

- 18. ASSIGNMENT. This Purchase Order may not be assigned or subcontracted in whole or in part by Seller without the express written consent of Buyer. Seller shall not issue any press releases or originate any publication regarding this Purchase Order without the prior written consent of Buyer.
- 19. **GOVERNING LAW.** This Purchase Order, including the provisions relating to providing services, shall be governed by the laws of the State of Michigan, without regard to conflict of laws provisions.
- 20. **REMEDIES.** The rights and remedies reserved to Buyer in this order shall be cumulative and additional to all other or further remedies provided in law or equity. To the extent Buyer pursues any rights, remedies or defenses which it may have relative to this purchase order, Vendor agrees to pay Buyer's actual costs and attorney fees relative to the same so long as Buyer prevails on any part of the same.
- 21. NO IMPLIED WAIVER. The failure of either party at any time to require the performance of any provision of this order shall in no way affect its right to require such performance at any time thereafter, nor shall the waiver of any breach of any provision of this order constitute a waiver of any succeeding breach of the same or any other provision.
- WAIVER AND INDEMNITY. Seller, its agents, representatives, contractors, and employees waive any and all claims against Buyer for injuries, death, property damage, or any other liability of any kind arising out of or related to providing the products or services (including "Construction Work" as defined below) under this Purchase Order. Seller shall indemnify, defend, protect and hold harmless Buyer from any and all actions, claims, costs, expenses, fees (including reasonable attorney fees as set forth herein) investigations, liabilities, losses or suits arising out of or related to the products or services (including Construction Work as defined below) provided under this Purchase Order including but not limited to those which (i) involve any actual or alleged injuries, death, property damage or any other damages of any kind resulting in whole or in part from defective or sale of any products or services provided hereunder; (ii) involve any actual or alleged injuries, death, property damage or any other damages of any kind sustained in providing the products or service provided hereunder, (iv) involve any claims of Seller, its agents, representatives contractors and employees relating to any actual or alleged injuries, death, property damage or any other damages of any kind sustained in providing the products or service provided hereunder, or (v) involve any actual or alleged injuries, death, property damage or any other damages of any kind resulting in whole or in part from the negligence of third parties.
- "Construction Work" means the construction, alteration, or repair or maintenance of any building, structure, infrastructure, roadway or appurtenances thereto, including any moving, demolition and excavating connected therewith.
- 23. **INSURANCE.** Seller agrees to obtain and maintain policies of insurance including but not limited to policies providing public liability, product liability with a broad form vendor's endorsement naming Buyer, automobile liability and worker's compensation coverage in such amounts with such companies and containing such other provisions which shall be satisfactory to Buyer relating to the products or services covered by this Purchase Order. Seller shall provide Buyer within a reasonable time from request with certificates of insurance, and all such policies and certificates shall provide that the coverage provided by such policies shall not be terminated or canceled without at least thirty (30) days prior written notice to Buyer.
- 24. COST OF LITIGATION AND INTEREST. Seller agrees to pay all costs, expenses, and fees, including but not limited to reasonable attorneys' fees rendered in defending the underlying claim subject to an indemnity set forth above and/or incurred by Buyer in establishing the right to indemnification, subrogation, or contribution. Suppose Buyer prevails in any litigation involving this Purchase Order. In that case, Seller agrees to pay all costs of Buyer in connection with such litigation, including without limitation, reasonable attorney's fees plus interest at the rate of 1½ % per month, or the highest rate allowed by law, whichever is lower, on all amounts due or payable by Seller to Buyer from the date Buyer notifies Seller that Seller has breached this Purchase Order or the date such amounts become due or payable to Buyer, whichever is first.
- PREMIUM SHIPMENTS. If Vendor's acts or omissions result in Vendor's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Vendor shall, at Buyer's option, (i) promptly reimburse Buyer the difference in cost between the more expeditious method and the original method, (ii) allow Buyer to reduce its payment of Vendor's invoices by such difference, or (iii) Ship the goods as expeditiously as possible at the Vendor's expense and invoice the Buyer for the amount the Buyer would have paid for normal shipment.
- 26. TITLE TO DRAWINGS AND SPECIFICATIONS. Purchaser shall always have title to all drawings and specifications furnished by Purchaser to the Seller and intended for use in connection with this Purchase Order. The Seller shall use such drawings and specifications only in connection with this Purchase Order and shall not disclose such drawings and specifications to any person, firm, or corporation other than government inspectors, Purchaser's employees, or subcontractors or, subject to their need to know and to confidentiality obligations no less restrictive than those set forth herein, the Seller's employees or subcontractors. Upon Purchaser's request or completion of this Purchase Order, the Seller shall promptly return to the Purchaser all such drawings and specifications, with any copies thereof and notes or other writings relating thereto and made by or for the Seller.
- 27. TECHNICAL INFORMATION DISCLOSED TO BUYER. The vendor agrees not to assert any claim concerning any technical information that the vendor shall have disclosed or may hereafter disclose to the buyer in connection with the goods or services covered by this order.
- INTELLECTUAL PROPERTY AND OTHER INTANGIBLE RIGHTS. Seller represents and warrants that the products or services provided under the Purchase Order do not infringe, or contribute to or induce infringement, of any United States or foreign letters patent, trademarks, copyrights, or similar intellectual property rights (the "Intellectual Property Rights") and do not breach any employment agreements, restrictive covenants, or contracts or infringe any other intangible rights (the "Intangible Rights"). Seller will indemnify and defend Buyer and its customers against claims, liabilities, losses, damages, costs, and expenses, including reasonable legal fees arising from the actual or alleged infringement, or contribution to inducing infringement, of any Intellectual Property Rights or Intangible Rights. If a claim under this Section results, or is likely to result, in an injunction or other order that would prevent Seller from supplying or Buyer from using products for their intended purpose, Seller will at its option and expense (i) secure a license for the use of the product, or (ii) modify the products so that they become non-infringing, so long as the modification does not materially alter the operation or performance of the products.
- 29. **RECORDS.** Seller shall grant reasonable access to Buyer to copy during business hours all records of Seller relating to the products or services to be provided under this Purchase Order.
- 30. **TRADE SECRETS AND CONFIDENTIAL INFORMATION.** Seller shall not disclose or use except to the extent required to fulfill this Purchase Order any confidential matters or trade secrets of Buyer.
- 31. ERRORS AND OMISSIONS. Errors or omissions, including but not limited to stenographic and clerical errors, are subject to correction at any time.
- 32. SETOFF. In addition to any right of setoff provided by law, all amounts due Vendor shall be considered net indebtedness of Vendor to Buyer and its subsidiaries, and Buyer may deduct any amounts due or to become due from Vendor to Buyer and its subsidiaries from any sums due or to become due from Buyer to Vendor.
- 33. **RELATIONSHIP OF PARTIES.** Vendor and Buyer are independent contracting parties, and nothing in this order shall name either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.
- 34. SEVERABILITY. If any term of this Order is invalid or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this order shall remain in full force and effect.
- 35. ENTIRE AGREEMENT. This order and the attachments, exhibits, or supplements specifically referenced in this order constitute the entire agreement between Vendor and Buyer concerning the matter contained herein and supersedes all prior oral or written representations and agreements. This order may only be modified by a purchase order amendment alteration issued by the Buyer and signed by an authorized representative of the Buyer.

EXHIBIT A

REQUEST FOR PROPOSAL

SERVICES(S) AND OR ITEM(S) REQUIRED:

Demolition of a building located at 276 W. Division

NOTICE:

Proposals for service will be received by 2:00 PM, January 30, 2025, at the Village of Sparta, 156 E Division, Sparta, Michigan 49345. Quotations for the service(s) or item(s) listed herein will be opened publicly in the Village Hall Conference Room on the specified date in the presence of interested parties.

Submission Deadline: January 30, 2025 at 2:00 PM Bid Opening Date: January 30, 2025 at 2:00 PM

The public is encouraged to attend the bid opening. After tabulation and review, bids will be presented to the Village Council for contract award as required.

HOW TO SUBMIT PROPOSAL:

- 1. Physical Submission: In a sealed, opaque envelope labeled "2025 DEMO RFP" and delivered to Village Hall at 156 E Division, Sparta, MI 49345.
- 2. Email Submission: Proposals can also be sent to bill@spartami.org with the subject line "2025 DEMO RFP."

Additional Notes for Email Submissions:

- Email attachments must not exceed 10 MB in size.
- All documents will be submitted in PDF format.

PURPOSE OF PROPOSAL: The Village of Sparta intends to secure a supply source for the service(s) defined by considering (but not limited to) the following: lowest price, terms of the warranty, and prompt and convenient service by the supplier to the Village. Any failure by the supplier or contractor to comply with the following conditions and specifications shall be a reason for contract termination. The Village reserves the right to award the supplier where the service meets the specifications, terms, and conditions. Village Council considers the bid to be in the Village's best interest.

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION

1. SUBMISSION AND RECEIPT OF BIDS:

- a. Proposals must be received before the specified deadline. Submissions must be considered on time.
- b. Use the proposal form furnished by the Village.
- c. Ensure all corrections or changes are initialed and proposals are signed in ink.
- 2. SPECIAL CONDITIONS: Special conditions in the Bid Document shall precede any provisions.
- 3. WORKERS' COMPENSATION: Insofar as Workers' compensation is concerned, the bidder or contractor agrees to furnish, upon request, certified copies of policies and adequate certificates as evidence that the bidder carries workers' compensation Insurance.
- 4. WARRANTIES FOR USAGE: Whenever a proposal seeks a supply source for a specified period for materials or services, the quantities or usage shown are estimates ONLY. These quantities are for the bidder's information ONLY. They will be used for the tabulation and presentation of the proposal, and the Village reserves the right to increase or decrease amounts as required. No guarantee or warranty is given or implied by the Village regarding the total amount that may or may not be purchased from any resulting contracts.
- 5. DELIVERY: Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder, prices quoted will be considered based on delivery to the Bid Document destination and include all delivery and packing charges.
- 6. SPECIFICATIONS: Unless otherwise stated by the bidder, the proposal will be considered in strict accordance with the specifications outlined in the Bid Document.
- 7. VARIATIONS TO SPECIFICATIONS: For evaluation purposes, the bidder MUST indicate any variances from our specifications, terms, and conditions, no matter how slight. If variations are not stated in the proposal, the product or service will be assumed to comply fully with our specifications, terms, and conditions.
 - References to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the Village's requirements. They should not be construed as excluding proposals on other types of materials, equipment, and supplies. However, if awarded a contract, the bidder must furnish the particular item in the specifications or description unless a departure or substitution is noted and described in the proposal.
- 8. SAMPLES: Samples, when requested, shall be filed before the opening of bids and must be furnished free of expense to the Village and, if not destroyed, will, upon request, be returned at the bidder's expense.
- 9. PRICES TO BE FIRM: By submitting the proposal, the bidder warrants that the price, terms, and conditions quoted in the request will be eligible for acceptance for sixty (60) days from the date of the proposal opening unless otherwise stated by the Village or the Bidder.

- 10. DEFAULT PROVISION: If the bidder or contractor defaults, the Village of Sparta may procure the services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred.
- 11. PRICING/ UNIT PRICES: Prices should be stated in units of the quantity specified in the bidding specifications. In case of a discrepancy in computing the bid amount, the UNIT PRICE quoted will govern.
- 12. PRICE CHANGES DURING CONTRACTS (when applicable): Consideration will be given to awarding bids for yearly contracts.
- 13. SAFETY STANDARDS: The bidder warrants that its employees' work conditions will comply with the Occupational Safety and Health Act of 1970 standards, amendments, and applicable regulations. Failure to comply with this condition will be considered a breach of contract.
- 14. TAXES: The Village of Sparta is generally exempt from the State and Federal Government's taxes. This exemption is not extended to contractors for the Village of Sparta.
- 15. FAILURE TO QUOTE: If you do not quote, please return the quotation sheet, state the reason, and request that your name be retained on our mailing list; otherwise, your name may be removed from our proposal mailing list.
- 16. SIGNATURE REQUIRED: All quotations and proposals MUST be signed with the firm name and by an officer or employee having the authority to bind the company or firm by his signature
- 17. SIGNED PROPOSAL CONSIDERED AN OFFER: This signed proposal shall be considered an offer by the bidder or contractor, which shall be deemed acceptable upon approval by the Village Council of the Village of Sparta. In case of a default on the part of the bidder or contractor after such acceptance, the Village of Sparta may take action as it deems appropriate, including legal action for damages or specific performance.
- 18. LIABILITY, INSURANCE, LICENSES, and PERMITS: Where bidders are required to enter or go onto Village of Sparta property to deliver materials or perform work or services as a result of bid award, the bidder will assume the whole duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance when required. The bidder shall be liable for any damages or loss to the Village occasioned by the bidder (or his agent) or any person the bidder has designated in the completion of his contract as a result of his bid. A general liability policy in the amount of the successful contractor will provide \$ 1,000,000. The policy shall name the Village of Sparta as an additional insured.
- 19. INFRINGEMENTS AND INDEMNIFICATIONS: The Bidder, if awarded an order or contract, agrees to protect, defend, and save the Village harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form as part of the work covered by either order or contract. They further agree to indemnify and save the Village harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages sustained by a party or parties, by or from any of the acts of the contractor, their servants, or agents.

To this extent, the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amounts of which will be determined by the Village whenever such insurance is deemed necessary. When required, the types and amounts of insurance will be outlined in the Bid Document.

- 20. RESERVATIONS FOR REJECTION AND AWARD: The Village of Sparta reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, to accept variances to the terms of the specifications or the general conditions, or to request re-bidding on the required materials. The Village also reserves the right to award the contract on material it deems best serves its interests. The Village will award the contract to the bidder submitting the bid determined to be in the Village's best interests considering (but not limited to) the following factors: lowest price, terms of the warranty, and prompt and convenient service to the supplier to the Village. It further reserves the right to award the contract on a split order basis, lump sum, individual item basis, or such combination as shall best serve the Village's interest unless otherwise stated. The Village also reserves the right to waive variations to specifications (interpretation of appropriate Village personnel).
- 21. CHANGES AND ADDENDUM TO BID DOCUMENTS: Each change or addendum issued concerning this bid document will be on file in the DPW Office of the Village of Sparta and posted on the Village website. All such modifications or additions shall become part of the contract, and such changes or supplements shall bind all bidders. The bidder's responsibility shall be to inquire about the changes or addenda issued. Information on all changes or addenda issued will be available at the Village Hall and website.
- 22. CONTRACT: Bidders MUST enter into a formal agreement with the Village of Sparta for contractual services.
- 23. REFERENCES: Please list three (3) references wherein your company has provided this type of service for the Village of Sparta. Failure to list references may result in your company being disqualified.

NAME	COMPANY	NUMBER

NOTE

Previous experience and performance may be a factor in making the award.

24. BONDS/ SECURITY:

Bonds/	Security for this Bid will be required as follows:
a.	No bonds are required for this bid.
b.	a bid bond of 5% of the bid is required. Bid bonds shall be issued by a Surety named in the U.S. Treasury Circular 570 licensed to conduct business in Michigan. Bid Security from each Bidder on the work shall be a bond or bonds written by a single Surety. The bid security of the successful bidder will be retained until the agreement is executed

The Bid Security accompanying this bid is in the following form:
Surety Bid Bond X
Certified Check
Bank Drafts
Cashier's Check
a) A Performance Bond in the full amount of the total bid will be required before the issuance of the Notice to Proceed.
b) X Before issuing the Notice to Proceed, A Payment Bond in the amount of the total bid will be required.
c) The Contractor's Affidavit of Completion will be required before the final payment.
25. Proposal Timeline and Schedule
Include a timeline with your key milestones and dates. Often, this is displayed as a simple chart.

ACTIVITY	ANTICIPATED DATE
RFP Release Date	12/30/2024
Proposal Submission Deadline	1/30/2025
Bid Opening Date	1/30/2025
Contract Award	2/17/25

26. SUBMIT COMPLETED PROPOSALS TO:

For example:

• Physical Address: Village of Sparta Hall, 156 E Division, Sparta, MI 49319

• Email Address: bill@spartami.org

DEMOLITION SPECIFICATIONS FOR 276 W DIVISION

1. Project Overview-The Village of Sparta is seeking bids for the complete demolition and site restoration of the property located at 276 W Division, Sparta, MI. The scope of work includes the abatement of hazardous materials, removal of the building and foundation, disconnection of utilities, and backfilling of the site. All work must be completed between March 10 and March 28, 2025.

2. Scope of Work

- a. Hazardous Materials Removal
 - Universal and Other Waste Removal:
 - o Remove and properly dispose of universal and other wastes identified in the Hazardous Materials Report and NESHAP Asbestos Survey (attached as Appendix A).
 - o All work must comply with federal, state, and local regulations, including NESHAP and EGLE standards.
 - Asbestos Abatement:
 - o Perform asbestos abatement as specified in the attached surveys.
 - o Provide documentation of proper disposal at licensed facilities.
- b. Building and Foundation Removal
 - Remove the entire building and all associated foundations and footings.
 - Remove all debris and dispose of it at licensed disposal facilities.
 - Provide disposal documentation to the Village upon project completion.
- c. Utility Disconnections
 - Cut and Cap Utilities:
 - o Coordinate with utility providers to disconnect and abandon all utilities (water, sewer, electricity, gas, telecommunications) in accordance with their requirements.
 - o If no provider-specific requirements exist, utilities must be cut and capped at least 5 feet outside the building footprint.
 - o Provide documentation of utility disconnection and capping.
- d. Site Backfill and Restoration
 - Backfill Requirements:
 - o Backfill all excavations with clean material, compacted to 95% density to a depth of 6 inches below grade.
 - o For the upper 6 inches, backfill with 22AA aggregate to match the surrounding grade.
 - Compaction Testing:
 - o Provide results of compaction tests verifying compliance with the required density.
- 3. Hazardous Materials Report and NESHAP Survey

A Hazardous Materials Report and a NESHAP Asbestos Survey have been completed for this property and are attached as Appendix A. The Contractor is responsible for reviewing these reports and adhering to all requirements for hazardous material removal and asbestos abatement.

4. Compliance and Safety

The Contractor must comply with all applicable safety and environmental regulations, including:

- OSHA standards for worker and site safety.
- Local ordinances regarding noise, dust, and debris management.
- Applicable state and federal environmental regulations, including EGLE and NESHAP requirements.

Dust and debris control measures must be in place throughout the project.

5. Submittals

The Contractor shall provide the following before commencing work:

- a. Proof of required permits.
- b. Certificate of insurance meeting the RFP requirements.
- c. Documentation of utility disconnections and capping.
- d. Disposal facility information for all hazardous and demolition waste.
- e. A detailed project schedule demonstrating completion by March 29, 2025.

6. Project Schedule

• The project must be completed no later than March 29, 2025. Contractors are expected to submit a detailed timeline outlining all phases of work to ensure timely completion.

7. Inspections and Approval

- Inspections will be conducted at the following stages:
 - 1. After utility disconnections and capping.
 - 2. After hazardous materials and asbestos removal.
 - 3. Upon completion of demolition, backfilling, and grading.

The Village will conduct a final inspection to confirm compliance with specifications before releasing the final payment.

Appendix A: Hazardous Materials Report and NESHAP Asbestos Survey

Appendix B: Site map

Appendix C: Contractor Service Agreement

Attach the Hazardous Materials Report and NESHAP Survey to the RFP document for contractor reference.

Proposal Must be Submitted on this Form

PROPOSAL FORM

Section 1. ARTICLE(S) and SERVICE

Having carefully examined the bid specifications contained herein, having carefully read the "REQUEST FOR PROPOSAL, GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION: The Bidder proposes to provide the specified material(s), article(s), good(s), and service(s) at the prices listed in this proposal subject to all instructions, conditions, specifications and all attachments hereto.

Section 2. Variances		

Section 3. Proposal

The proposal shall contain a completed price schedule and all information requested within this Request for Proposals, including any project variances. The contract will be awarded based on the criteria listed in the specifications, the variances, and the results of the completed price schedule.

Section 4. Bidder Certification

The bidder certifies that the proposal is correct and complete and that all information given or furnished is accurate, complete, and submitted as intended. The bidder waives any right to refuse to execute the contract if awarded to him and to be relieved from any obligation because of any errors, mistakes, or omissions, subject to the right of withdrawal of the proposal.

Section 5. Anti-Collusion Statement

The bidder certifies that this proposal is fair, genuine, and not collusive or sham and has not in any manner, directly or indirectly, agreed or conspired with any other person, firm, or association to submit a sham proposal to refrain from bidding, or in any way fix the amount of this proposal or that of any other Bidder, or to secure any advantage against the Village. If an officer or employee of the Village is personally or financially interested, directly or indirectly, in this proposal, a notation of such must be made in ANTI-COLLUSION STATEMENT.

In submitting this Bid, Bidder represents, as outlined in the agreement, that:

Addendum Number		Addendum Date	
Item No.	Description	Item Total	
1	Permitting	500.00	
2	Utility Disconnections	1,500.00	-
3	Site preparation	1,000.00	-
4	Asbestos Abatement	22,000.00	-
5	Lead Abatement	100.00	-
6	Demolition	5,600.00	-
7	Debris removal and disposal	33,250.00	-
8	Salvage and recycling	250.00	-
9	Site grade	12,000.00	-
9	Total:	76,200.00	-
 tions are	ons and warranty information on the ealso attached. All Federal and State		_
(Bidder's Company Name)		(Bidder's Telephone Number)	

(Print Bidder's Name)

(Bidder's Signature)

APPENDIX A

HAZARDOUS MATERIALS SURVEY SPARTA DPW FACILITY

PREPARED FOR:

SPARTA DPW

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Attachment 1

ASBESTOS SURVEY

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4.0	PCB SURVEY	2
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LIST (OF ATTACHMENTS	

1.0 INTRODUCTION

Fleis & VandenBrink Engineering, Inc. (F&V) was retained by the Sparta Department of Public Works (Sparta DPW) to conduct a hazardous materials survey of the 276 West Division Street building.

The building is currently occupied; however, some salvage and removal of equipment and materials is being conducted by the Sparta DPW. The survey was conducted in preparation for the demolition of the building.

2.0 ASBESTOS SURVEY

The Sparta DPW contracted F&V and BDN Industrial Hygiene Consultants, Inc. (Team) to perform an asbestos survey of the Site. Accredited building inspectors from BDN assessed the interior and exterior building components of the building. BDN collected samples of building materials to assess suspect asbestos containing materials (ACMs). The following materials were identified by BDN to contain asbestos at the Site:

- Pipe Insulation Mag
- Mudded Fitting on Mag
- Insulation Boiler Wrap
- Insulation Boiler Doors
- Caulk Exterior Windowsill Gray
- Caulk Exterior Window Frame Gray
- Caulk Exterior Windowsill Gray Soft
- Glazing Exterior Window

The BDN report is provided as Attachment 1.

The asbestos–containing materials will be abated prior to demolition.

3.0 PAINT SURVEY

The LARA Part 601 Air Contaminants for Construction and Part 603 Lead Exposure in Construction require employers to perform task-specific exposure assessments for employees who may be occupationally exposed to any airborne contaminant having occupational exposure limits. Any paint with lead concentrations above the analytical detection limit should be considered a lead-containing material; and any renovation, construction, or demolition activities involving these surfaces should be communicated to the contractor for compliance.

Seven types of paint were observed in the Sparta DPW Facility. A description of the paint chip samples along with the sample locations is noted in Section 4.2 of the attached BDN report. The laboratory analytical report is attached.

The paint chip samples collected of the dark gray, gray, maroon, blue, white, and green paints were found to contain lead in concentrations greater than the analytical detection limit.

The BDN report is provided as Attachment 1.

4.0 PCB SURVEY

Transformers, capacitors or other electrical equipment that are known, or likely, to contain dielectric fluids containing PCBs were identified at the Site. Five (5) fuse boxes were found onsite that could contain PCBs.

Fluorescent lighting is used throughout the building. There are numerous types and ages of fluorescent fixtures. We estimate that there are approximately 25 light ballasts present with 4-foot and 8-foot light fixtures at the Site. All the ballasts are assumed to be PCB containing unless they are specifically labeled as "Non-PCB".

The fluorescent light ballasts should be properly inspected, handled and disposed of in accordance with all applicable regulations. Non-PCB ballasts can be disposed along with demolition or construction debris in a Type II landfill. PCB ballasts must be handled as a low level PCB waste and disposed at a licensed facility.

5.0 UNIVERSAL AND REGULATED WASTES

The following universal wastes and regulated wastes were observed during the site inspection:

Lamps

Lamp Type	Approximate Quantity
4-foot Fluorescent Light Tubes	76
8-foot Fluorescent Light Tubes	2
Fluorescent Fixture Ballasts	25
Compact Fluorescent Bulbs	5
Halogen Bulbs	19

Throughout Building:

- Seven (7) batteries Exit Signs, emergency lights, fire alert control systems, and others
- One (1) in-wall air conditioning unit
- One (1) outdoor air conditioning unit
- One (1) window air conditioning unit
- Thirteen (13) fire extinguishers
- Two (2) thermostats

6.0 CHEMICAL MATERIALS

The following chemicals were observed during the site inspection:

- o One (1) 50 gal oil drum Main Garage
- o Two (2) air compressors Main Garage
- Eight (8) 20-lb propane tanks Back Shed
- Five (5) compressed gas tanks Main Garage, Back Shed
- Two (2) space heaters Office, Restroom
- Nineteen (19) aerosol disinfectant Main Garage
- One (1) aerosol insecticide Main Garage
- o One (1) aerosol foam Main Garage
- o 273 aerosol paint Main Garage
- o Nine (9) 1 qt paint cans Main Garage
- Six (6) 5 gal buckets used oil Main Garage

o One (1) decommissioned boiler system - Basement

The storage area above the front offices was not accessible and could not be inventoried.

Sparta DPW has been removing some chemicals for use in other locations, contractor should confirm the materials present.

ATTACHMENT 1

May 30, 2024

Trevor Woollatt Senior Project Manager Fleis and VandenBrink 2960 Lucerne Drive SE Grand Rapids, MI 49546

RE: Asbestos Building Inspection Performed at 276 West Division Street, Sparta, MI 49345

Dear Mr. Woollatt,

BDN Industrial Hygiene Consulting (BDN) is pleased to submit this Comprehensive NESHAP Asbestos Inspection for the above-referenced address. This work was performed in accordance with our cost proposal CP24-00496 dated 5/9/2024.

Enclosed is the inspection report, which summarizes and documents our inspection procedures, findings, and conclusions. This report is for the explicit use of Fleis and VandenBrink, and other use is strictly prohibited without written consent from BDN or Fleis and VandenBrink.

Thank you for giving us the opportunity to work with you on this project. Please contact us if there are any questions concerning this report. We look forward to working with you again soon.

Sincerely,

Nick Donaldson

Project Manager

BDN Industrial Hygiene Consultants, Inc.



INSPECTION REPORT

Report Prepared for:

Fleis and VandenBrink

Trevor Woollatt

Senior Project Manager

2960 Lucerne Drive SE

Grand Rapids, MI 49546

Project Information

Sparta DPW NESHAP 276 West Division Street Sparta, MI 49345

Project Dates: May 14, 2024

BDN Project No.: P24-00572

Sparta DPW NESHAP

Comprehensive NESHAP Asbestos Inspection



Report prepared by:

Project managed by:

Nick Donaldson Project Manager

Accreditation No.: A56406

BDN Industrial Hygiene Consultants

Nick Donaldson Project Manager

Accreditation No.: A56406

BDN Industrial Hygiene Consultants

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Appendix D: Building Materials Summary – Asbestos

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1.0 EXECUTIVE SUMMARY

BDN Industrial Hygiene Consultants, Inc. of Lansing, Michigan was retained by Fleis and VandenBrink to conduct a Comprehensive NESHAP Asbestos Inspection at 276 West Division Street, Sparta, MI 49345. The inspection was conducted on May 14, 2024.

A table of the identified asbestos-containing and assumed asbestos-containing materials can be found in the tables of this report, as well as **Appendix D – Building Materials Summary – Asbestos.** A copy of the analytical results for asbestos and heavy metal paint chips can be found in **Appendix F – Analytical Results – Asbestos** and **Appendix G – Analytical Results – Heavy Metals**, respectively.

A map of functional spaces and sample locations can be found in **Appendix A – CAD Diagrams** of this report. A digital photograph log can be found in **Appendix E – Digital Photograph Log** of this report.

The asbestos-containing materials identified in this inspection that may be disturbed during demolition or renovation activities are required to be removed prior to the commencement of such activities. If suspect Asbestos-Containing Materials (ACMs) not identified within the report are encountered during demolition activities for which no analytical data exists, BDN recommends the material(s) remain undisturbed until the asbestos content of the material(s) is determined in accordance with the United States Environment Protection Act (USEPA) and Occupational Safety and Health Administration (OSHA) regulations.

BDN recommends that an asbestos abatement project design be developed by a State of Michigan accredited Asbestos Project Designer prior to any abatement or demolition activities begin. Additionally, BDN recommends the building owner hire an industrial hygiene consultant to perform on-site third-party asbestos air monitoring and clearance inspections throughout the duration of the abatement process.

The OSHA construction standard does not specifically list a concentration that is considered a hazardous level for lead, cadmium, and chromium content within building materials. However, the building owner is obligated to inform contractors if heavy metals are present at the worksite and provide contractors with a copy of the analytical report which can be found in **Appendix G – Analytical Results – Heavy Metals.** The employer of a construction crew is required to perform monitoring for their employees depending on the scope of work when heavy metals are present on a worksite in compliance with the OSHA Construction Standard to ensure the employees are not exposed to concentrations above the action level or permissible exposure limit.

2.0 INTRODUCTION

The intent of the inspection was to identify asbestos-containing building materials and heavy metal-based paints that may be disturbed during upcoming renovation/demolition activities. Prior to any demolition or renovation, an inspection is required by the USEPA under the National Emission Standard for Hazardous Air Pollutants (NESHAP) standard and enforced by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) in the State of Michigan. The inspection was conducted by Nick Donaldson (A56406) a State of Michigan Accredited Asbestos Inspector.

3.0 ASBESTOS

3.1 Inspection and Sampling Procedures

BDN conducted a visual assessment and identified and estimated quantities of suspect ACMs associated with the building and assigned a unique homogenous area number to each suspect ACM observed. A homogenous area, as defined by USEPA's Asbestos Hazard Emergency Response Act (AHERA, 40 CFR Part 763), is an area of thermal system insulation (TSI), surfacing material, or miscellaneous material that appears uniform in color and texture.

Following the assessment, a total of fifty-nine (59) samples were collected from the thirty-six (36) homogenous areas of identified suspect ACMs in accordance with the AHERA assessment protocol (40 CFR Part 763), which is also referenced by the OSHA regulations.

All collected asbestos bulk samples were submitted to SanAir Technologies, which is an accredited laboratory by the National Voluntary Laboratory Program (NVLAP), for asbestos analysis of the bulk samples via Polarized Light Microscopy (PLM). Results of the submitted asbestos bulk samples are presented in the following subsection.

3.2 Findings and Conclusions

The building is located at 276 West Division Street, Sparta, MI 49345 is a commercial building which was built in the early 1900's. The single-story structure consists of a concrete foundation, Concrete Masonry Unit (CMU) walls with steel reinforcements, and roofing. The exterior was a brick veneer. The interior walls were a mix of painted CMU and non-load bearing partition walls constructed of plaster. Floors consisted of bare concrete and/or Terrazzo. Several windows were covered from the inside. The upper windows were patched with brick and mortar.

Laboratory descriptions of materials analyzed by Polarized Light Microscopy (PLM) method for asbestos content were based upon the microscopists' visual observations of bulk samples that were homogenized and prepared for analysis. Due to the preparation of the sampled

materials and the minute level of observation by the laboratory personnel, the descriptions in the analytical report may not match the sample descriptions recorded by BDN in the field. BDN's sample descriptions and locations should be used to identify materials that were sampled, and BDN's sample numbers should be used to correlate analytical results for the sampled materials.

A list of asbestos-containing materials is presented in the following table:

	Asbestos-Containing Materials									
HA#	Materials Description	Asbestos Results / Layers	Qty							
7	Pipe Insulation - Mag	25% Chrysotile	350 ln. ft.							
8	Mudded Fitting on Mag	30% Chrysotile	65 In. ft.							
18	Insulation - Boiler Wrap	50% Chrysotile	300 sq. ft.							
19	Insulation - Boiler Doors	35% Chrysotile	25 sq. ft.							
23	Caulk - Exterior - Windowsill - Gray	3% Chrysotile	2 sq. ft.							
26	Caulk - Exterior – Window frame - Gray	3% Chrysotile	2 sq. ft.							
27	Caulk - Exterior - Windowsill - Gray - Soft	3% Chrysotile	3 sq. ft.							
28	Glazing - Exterior - Window	8% Chrysotile	17 sq. ft.							

The following materials are assumed to be asbestos containing:

	Assumed Asbestos-Containing Materials									
HA#	Materials Description	Asbestos Results / Layers	Qty							
15	Adhesive - Associated w/ Wood Paneling	Not Sampled	200 sq. ft.							
17	Boiler - Kewanee	Not Sampled	1 ct.							
34	Adhesive - Associated w/ Wall Panel	Not Sampled	32 sq. ft.							
36	Roofing	Not Sampled	9,000 sq. ft.							

All assumed materials should be sampled prior to them being removed from the building or impacted by the renovation. To sample some materials, destructive sampling methods will be deployed so the sampling should be carried out when the building is no longer occupied and is turned over for renovation.

Quantities in these tables represent materials that were accessible at the time of the inspection. Additional quantities and materials may exist that were not accessible at the time of the inspection based on our project scope.

Refer to the tables and appendices herein for further details.

4.0 PAINT CONTAINING HEAVY METALS

4.1 Inspection and Sampling Procedures

BDN conducted a visual assessment and identified commonly painted surfaces in the building likely to be impacted by renovation activities.

Following the assessment, a total of seven (7) chip samples of paints suspected to be heavymetal containing were collected. The samples were submitted to 0, which is accredited by the American Industrial Hygiene Associates (AIHA) Environmental Lead Laboratory Accreditation Program (ELLAP), for lead paint chip analysis via flame atomic absorption (FAA).

4.2 Findings and Conclusions

The chain of custody and analytical data for the paint chip samples is included in **Appendix G** – **Analytical Reports** – **Heavy Metals** of this report. A summary of the descriptions of lead, cadmium, and chromium-bearing paints, paint locations, as well as lead, cadmium, and chromium content of the paint chip samples are presented in the table below:

	Paint Containing HEAVY METALS								
PC#	Description / Location of Material	Results by % of weight							
	Description / Location of Material	Chromium	Cadmium	Lead					
1	Dark Gray Paint on Concrete Wall / FS-4	< RL	< RL	0.47%					
2	Maroon and Gray Paint on Boiler Wall / FS-4	0.01%	< RL	1.94%					
3	Maroon Paint on Concrete Wall / FS-1	< RL	< RL	0.20%					
4	Blue Paint on Concrete Block Wall / FS-1	< RL	< RL	0.02%					
5	White Paint on Concrete Block Wall / FS-1	< RL	< RL	0.03%					
6	Green Paint on Exterior Garage Door Frame	3.21%	< RL	12.44%					
7	Gray and Green Paint on Concrete Wall / FS-2	< RL	< RL	0.19%					

RL: Reporting Limit

The OSHA construction standard does not specifically list the concentration of a metal that is considered to be hazardous within a building material. The building owner is obligated to inform their employees or any contractors that heavy metals were detected within the building and provide them with a copy of the analytical report. The employer of person who has been hired by the building owner or a representative of the building owner to perform any work within the building must perform monitoring for their employees, depending on the

scope of work, when heavy metals are present on a job site. Contractors that may be impacting these materials are responsible for performing lead-safe work practices.

The OSHA Lead Exposure in Construction Standard (29 CFR Part 1926.62), OSHA Cadmium in Construction Standard (29 CFR Part 1926.1027), and OSHA Chromium (VI) in Construction Standard (29 CFR Part 19126.1126) are applicable to construction activities when lead, cadmium, or chromium are present regardless of their concentrations in paints. If heavy metal-bearing paints are subjected to demolition forces that may cause paint particles to become airborne, unacceptable levels of heavy-metal exposure to on-site personnel and environmental contamination could result. These paints could pose inhalation or ingestion exposure hazards if subjected to torch cutting, welding/burning, or if pulverized and concentrated to a dust.

If heavy-metal-bearing coatings or paints are to be removed by manual demolition of structural surfaces, manual scraping, manual sanding, heat gun applications, power tool cleaning, torch cutting, or welding, then the employees must be trained, and exposures must be assessed in accordance with the OSHA Lead and Cadmium in Construction Standards. When lead, cadmium, or chromium is present at any concentration, employers are required to assess their workers' exposures to airborne lead or cadmium dust/fumes. The employer must perform an exposure assessment to determine if any employee is exposed at or above the action level or permissible exposure limit as calculated over a time-weighted average (TWA).

5.0 REGULATORY COMPLIANCE AND OBLIGATIONS

The OSHA Asbestos Standard for Construction, (29 CFR 1926.1101), MIOSHA Part 305, and the OSHA Asbestos Standard for General Industry, (29 CFR 1910.1001), requires that all building facilities (excluding owner-occupied residential homes) constructed prior to 1981, where employees may enter, work, or contact building materials must be inspected for asbestos-containing building materials (ACBM). Also, all such buildings scheduled for renovation or demolition must have an asbestos building inspection completed prior to the start of the renovation or demolition. The inspection must adhere to the Asbestos Hazard Emergency Response Act (AHERA) inspection protocol and be performed by a Michigan accredited asbestos building inspector or Certified Industrial Hygienist (CIH). The building inspection must also include the presence, location, and quantity of all suspected ACBM. Additionally, laboratory analysis information should be a part of the building inspection document.

The Michigan Asbestos Abatement Contractors Licensing Act (i.e., Act 135, P.A. 1986, as amended) requires asbestos abatement contractors and exempt trade groups to notify the Michigan Labor and Economic Opportunity (MLEO) Asbestos Program of any asbestos abatement project exceeding 10

linear feet or 15 square feet, or both, of friable asbestos materials. This requires a 10-calendar day notice.

The Notification of Intent to Renovate/Demolish form required by the USEPA NESHAP regulations must be prepared and submitted to EGLE at least 10 working days prior to demolition of a building, regardless of whether or not ACMs are present in the building. If ACM is present and included for removal and the quantity is greater than 260 linear feet and/or 160 square feet, a 10 working-day notice is required.

6.0 LIMITATIONS

At the time this inspection was conducted, BDN was faced with the following limitations:

- The roof above the building was not inspected at the time of the inspection. Therefore,
 quantities of asbestos-containing materials present were assumed and estimated based on
 what could be seen. BDN recommends sampling this material prior to disturbance to identify
 the true asbestos content. Following the sample collection, BDN recommends trained and
 professional contractors perform the roofing or building envelope repairs.
- The building was occupied at the time of the inspection, so BDN could not perform destructive investigation measures to search for the presence of hidden ACM. BDN utilized non-destructive methods to the best of our ability. BDN recommends further demolition activities once the building is ready for demolition to identify the presence of hidden materials. BDN recommends materials uncovered during demolition for which no analytical data exists to be treated as ACM and handled accordingly.
- Energized electrical components were not evaluated as part of this inspection for safety reasons. Examples of potential asbestos-containing electrical components are switchgear, high-voltage transmission lines, breaker boxes, and other electrical components with insulators and backer boards.
- The foundation was not fully investigated. No suspect material(s) were observed at grade and down to one foot below grade.

7.0 CONCLUSIONS AND RECOMMENDATIONS

BDN recommends that an asbestos abatement project design be developed by a State of Michigan accredited Asbestos Project Designer prior to any abatement or demolition/renovation activities begin. Additionally, BDN recommends the building owner hire an on-site consultant and hygienist to perform third-party asbestos air monitoring and perform clearance inspections throughout the duration of the abatement process.

BDN recommends the additional sampling of assumed asbestos-containing materials to determine their actual asbestos content.

If suspect ACMs not identified within the report are encountered during demolition activities for which no analytical data exists, BDN recommends the material(s) remain undisturbed until the asbestos content of the material(s) is determined in accordance with USEPA and OSHA regulations. BDN's quantities are intended to be "Order of Magnitude" estimates, and the estimated quantities and other information in this report should not be used as an exclusive source of information for bid formulation or for notification to regulatory agencies.

BDN recommends that any contractor performing work within the building have adequate and upto-date asbestos and lead awareness training. The building owner is obligated to inform any contractors that heavy metals were detected at the projected work site and provide them with a copy of the analytical report. The employer of any construction trade that may be impacting materials containing heavy metals must perform exposure monitoring on their employees to comply with the OSHA construction standard.

The asbestos-containing materials identified in this inspection that may be disturbed during demolition activities are required to be removed prior to the commencement of those activities by a State of Michigan accredited asbestos abatement contractor.

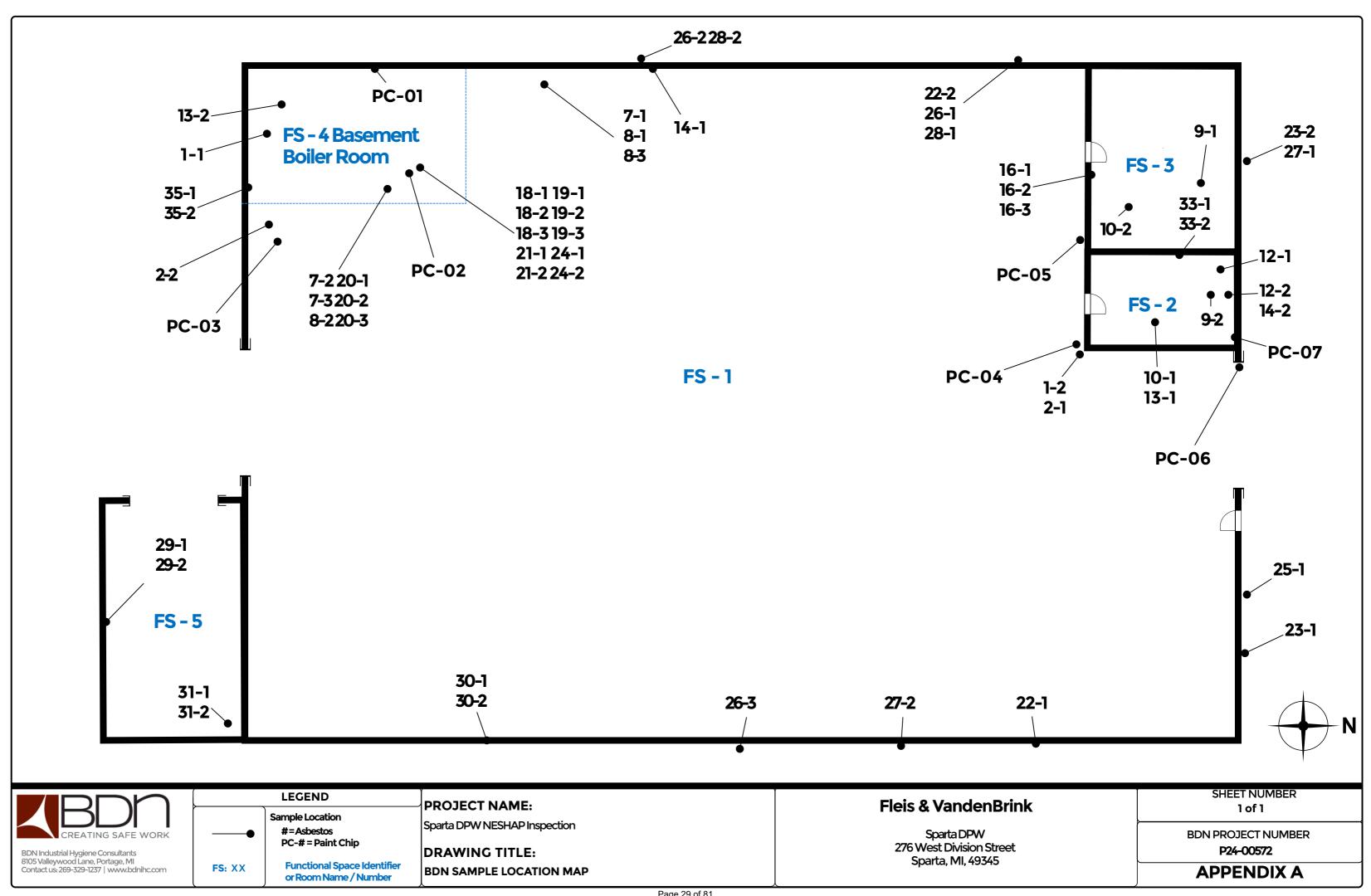
The asbestos-containing materials identified in this inspection that remain must be included as part of a Hazard Communication Program as required by OSHA Standard 29CFR1910.1101. It is also recommended that an asbestos Operations and Maintenance (O&M) plan be implemented to prevent the disturbance of these materials.

If there are any questions regarding this report, please contact us.

End of report

Appendix A

CAD Diagrams



Appendix B

Room by Room Inventory



Room by Room Material Inventory Fleis and VandenBrink

276 W. Division St., Sparta, MI 49345

Floor	Functional Space	HA#	HA Description	Asbestos Detected	Quantity	Units	F/NF	Condition	Notes
1st	1	1	Concrete - Floor	No	8800	s.f.	NF	U	Main bay 80x110
1st	1	2	Concrete Block w/ Mortar - Wall	No	5700	s.f.	NF	U	15' walls
1st	1	3	Spray Foam - Yellow	No	11000	s.f.	F	U	Underside of roof and window openings
1st	1	4	Door - Overhead - Metal	No	2	ct.	NF	U	17x13
1st	1	5	Door - Exterior - Metal	No	1	ct.	NF	U	no window
1st	1	6	Window - Wood Frame	No	1	ct.	NF	U	2x3, no caulk or glazing
1st	1	7	Pipe Insulation - Mag	Yes	250	l.f.	F	U	
1st	1	8	Mudded Fitting on Mag	Yes	40	l.f.	F	U	
1st	1	14	Glazing - Interior - Window	No	2	s.f.	F	U	4x8 window system
1st	2	1	Concrete - Floor	No	160	s.f.	NF	U	16x10 Restroom
1st	2	9	Terrazzo - Floor - Tan and Gray	No	160	s.f.	NF	U	
1st	2	10	Ceiling Tile - 2x4 - Pinhole and Worm	No	160	s.f.	F	U	
1st	2	13	Concrete - Deck	No	160	s.f.	NF	U	
1st	2	12	Concrete - Wall	No	520	s.f.	NF	U	
1st	2	6	Window - Wood Frame	Assumed	1	ct.	NF	U	6x5 window
1st	2	14	Glazing - Interior - Window	No	2	s.f.	F	U	6x5 window
1st	2	11	Door - Interior - Wood	Assumed	1	ct.	NF	U	
1st	2	33	Adhesive - Associated w/ Plastic Wall Panel	No	32	s.f.	NF	U	white plastic
1st	2	34	Adhesive - Associated w/ Wall Panel	Assumed	32	s.f.	NF	U	assumed present
1st	3	1	Concrete - Floor	No	300	s.f.	NF	U	20x15 office
1st	3	9	Terrazzo - Floor - Tan and Gray	No	300	s.f.	NF	U	
1st	3	10	Ceiling Tile - 2x4 - Pinhole and Worm	No	300	s.f.	F	U	
1st	3	13	Concrete - Deck	No	300	s.f.	NF	U	
1st	3	16	Plaster - Wall - Smooth	No	700	s.f.	NF	U	
1st	3	6	Window - Wood Frame	No	1	ct.	NF	U	5x5 window
1st	3	14	Glazing - Interior - Window	No	1	s.f.	F	U	5x5 window
1st	3	11	Door - Interior - Wood	No	1	ct.	NF	U	
1st	3	15	Adhesive - Associated w/ Wood Paneling	Assumed	200	s.f.	NF	U	
1st	3	7	Pipe Insulation - Mag	Yes	50	l.f.	F	U	estimated
1st	3	8	Mudded Fitting on Mag	Yes	15	l.f.	F	U	estimated
Basement	4	1	Concrete - Floor	No	375	s.f.	NF	U	25x15 Boiler Room
Basement	4	13	Concrete - Deck	No	375	s.f.	NF	Ü	•
Basement	4	12	Concrete - Wall	No	800	s.f.	NF	Ü	
Basement	4	17	Boiler - Kewanee	Assumed	1	ct.	F	Ü	
Basement	4	18	Insulation - Boiler Wrap	Yes	300	s.f.	F	Ü	8x8x5
Basement	4	19	Insulation - Boiler Doors	Yes	25	s.f.	F	U	5x5



Room by Room Material Inventory Fleis and VandenBrink

276 W. Division St., Sparta, MI 49345

Floor	Functional Space	HA#	HA Description	Asbestos Detected	Quantity	Units	F/NF	Condition	Notes
Basement	4	7	Pipe Insulation - Mag	Yes	50	l.f.	F	U	
Basement	4	8	Mudded Fitting on Mag	Yes	10	l.f.	F	U	
Basement	4	20	Pipe Insulation - Fiberglass - Fabric Wrapped	No	10	l.f.	F	U	
Basement	4	21	Brick w/ Mortar - Boiler	No	50	s.f.	NF	U	
Basement	4	24	Fire Brick - Boiler	No	40	s.f.	NF	U	
Basement	4	35	Debris - Black and Yellow	No	2	s.f.	F	U	Coal chute
1st	5	1	Concrete - Floor	No	390	s.f.	NF	U	15x26 addition
1st	5	31	Concrete Block w/ Mortar - Addition	No	560	s.f.	NF	U	3 walls
1st	5	29	Glazing - Interior - Addition - White	No	2	s.f.	NF	U	2x3 windows
1st	5	6	Window - Wood Frame	No	2	ct.	NF	U	2x3 windows
1st	5	32	Siding - Metal	No	560	s.f.	NF	U	
1st	5	4	Door - Overhead - Metal	No	1	ct.	NF	U	
Roof	Roof	36	Roofing	Assumed	9000	s.f.	NF	U	
Exterior	Exterior	22	Brick w/ Mortar - Exterior	No	12000	s.f.	NF	U	
Exterior	Exterior	23	Caulk - Exterior - Windowsill - Gray	Yes	2	s.f.	NF	U	
Exterior	Exterior	25	Brick w/ Mortar - Exterior - Window Patch	No	500	s.f.	NF	U	North side of building
Exterior	Exterior	26	Caulk - Exterior - Windowframe - Gray	Yes	2	s.f.	NF	U	
Exterior	Exterior	27	Caulk - Exterior - Windowsill - Gray - Soft	Yes	3	s.f.	NF	U	,
Exterior	Exterior	28	Glazing - Exterior - Window	Yes	17	s.f.	NF	U	
Exterior	Exterior	30	Caulk - Exterior - White	No	1	s.f.	NF	U	

Appendix C

Bulk Sample Log – Asbestos



Asbestos Bulk Sample Log

Fleis and VandenBrink

276 W. Division St., Sparta, MI 49345

Sample	Date	HA#	HA Description	Sample Location	Asbestos	Notes
Number 1-1	5/14/2024	1	Concrete - Floor	FS-4	Detected No	On Stairs
1-1	5/14/2024	1	Concrete - Floor	F5-4 FS-1	No	by corner to FS-2
2-1	5/14/2024	2	Concrete Block w/ Mortar - Wall	FS-1 FS-1	No	Corner of FS-2
2-1	5/14/2024	2	Concrete Block w/ Mortar - Wall	FS-1 FS-4	No	Top of stairs
7-1	5/14/2024	7	Pipe Insulation - Mag	F5-4 FS-1	Yes	TOP OF STAILS
7-1	5/14/2024	7	Pipe Insulation - Mag	FS-4	Yes	
7-3	5/14/2024	7	Pipe Insulation - Mag	FS-4	Yes	
8-1	5/14/2024	8	Mudded Fitting on Mag	FS-1	Yes	By window
8-2	5/14/2024	8	Mudded Fitting on Mag	FS-4	Yes	by willdow
8-3	5/14/2024	8	Mudded Fitting on Mag	FS-1	Yes	
9-1	5/14/2024	9	Terrazzo - Floor - Tan and Gray	FS-3	No	
9-1	5/14/2024	9	Terrazzo - Floor - Tan and Gray	FS-2	No	
10-1	5/14/2024	10	Ceiling Tile - 2x4 - Pinhole and Worm	FS-2	No	Center
10-1	5/14/2024	10	Ceiling Tile - 2x4 - Pinhole and Worm	FS-3	No	Ceritei
12-1	5/14/2024	12	Concrete - Wall	FS-2	No	By urinal
12-1	5/14/2024	12	Concrete - Wall	FS-2	No	North wall
13-1	5/14/2024	13	Concrete - Deck	FS-2	No	Center
13-1	5/14/2024	13	Concrete - Deck	FS-4	No	at bottom of stairs
14-1	5/14/2024	14	Glazing - Interior - Window	FS-1	No	North/East
14-1	3/14/2024	14	Glazing - Interior - Window	1 3-1	INO	Behind foam panel
14-2	5/14/2024	14	Glazing - Interior - Window	FS-2	No	covering window
16-1	5/14/2024	16	Plaster - Wall - Smooth	FS-3	No	COVERING WINDOW
16-2	5/14/2024	16	Plaster - Wall - Smooth	FS-3	No	
16-3	5/14/2024	16	Plaster - Wall - Smooth	FS-3	No	
18-1	5/14/2024	18	Insulation - Boiler Wrap	FS-4	Yes	
18-2	5/14/2024	18	Insulation - Boiler Wrap	FS-4	Yes	
18-3	5/14/2024	18	Insulation - Boiler Wrap	FS-4	Yes	
19-1	5/14/2024	19	Insulation - Boiler Doors	FS-4	Yes	Large door
19-2	5/14/2024	19	Insulation - Boiler Doors	FS-4	Yes	Large door
19-3	5/14/2024	19	Insulation - Boiler Doors	FS-4	Yes	Small door
20-1	5/14/2024	20	Pipe Insulation - Fiberglass - Fabric Wrapped	FS-4	No	
20-2	5/14/2024	20	Pipe Insulation - Fiberglass - Fabric Wrapped	FS-4	No	
20-3	5/14/2024	20	Pipe Insulation - Fiberglass - Fabric Wrapped	FS-4	No	
21-1	5/14/2024	21	Brick w/ Mortar - Boiler	FS-4	No	Boiler
21-2	5/14/2024	21	Brick w/ Mortar - Boiler	FS-4	No	Boiler



Asbestos Bulk Sample Log

Fleis and VandenBrink

276 W. Division St., Sparta, MI 49345

Sample Number	Date	HA#	HA Description	Sample Location	Asbestos Detected	Notes
22-1	5/14/2024	22	Brick w/ Mortar - Exterior	Exterior	No	East side
22-2	5/14/2024	22	Brick w/ Mortar - Exterior	Exterior	No	West side
23-1	5/14/2024	23	Caulk - Exterior - Windowsill - Gray	Exterior	Yes	North east side
23-2	5/14/2024	23	Caulk - Exterior - Windowsill - Gray	Exterior	Yes	North side
24-1	5/14/2024	24	Fire Brick - Boiler	FS-4	No	
24-2	5/14/2024	24	Fire Brick - Boiler	FS-4	No	
25-1	5/14/2024	25	Brick w/ Mortar - Exterior - Window Patch	Exterior	No	East side
26-1	5/14/2024	26	Caulk - Exterior - Windowframe - Gray	Exterior	Yes	West side
26-2	5/14/2024	26	Caulk - Exterior - Windowframe - Gray	Exterior	Yes	West side
26-3	5/14/2024	26	Caulk - Exterior - Windowframe - Gray	Exterior	Yes	East side
27-1	5/14/2024	27	Caulk - Exterior - Windowsill - Gray - Soft	Exterior	Yes	North side
27-2	5/14/2024	27	Caulk - Exterior - Windowsill - Gray - Soft	Exterior	Yes	East side
28-1	5/14/2024	28	Glazing - Exterior - Window	Exterior	Yes	East side
28-2	5/14/2024	28	Glazing - Exterior - Window	Exterior	Yes	East side
29-1	5/14/2024	29	Glazing - Interior - Addition - White	FS-5	No	
29-2	5/14/2024	29	Glazing - Interior - Addition - White	FS-5	No	
30-1	5/14/2024	30	Caulk - Exterior - White	Exterior	No	East side
30-2	5/14/2024	30	Caulk - Exterior - White	Exterior	No	East side
31-1	5/14/2024	31	Concrete Block w/ Mortar - Addition	FS-5	No	
31-2	5/14/2024	31	Concrete Block w/ Mortar - Addition	FS-5	No	
33-1	5/14/2024	33	Adhesive - Associated w/ Plastic Wall Panel	FS-2	No	
33-2	5/14/2024	33	Adhesive - Associated w/ Plastic Wall Panel	FS-2	No	
35-1	5/14/2024	35	Debris - Black and Yellow	FS-4	No	Coal chute
35-2	5/14/2024	35	Debris - Black and Yellow	FS-4	No	Coal chute

Appendix D

Building Materials Summary – Asbestos



Building Materials Summary Fleis and VandenBrink

	HA Description	Asbestos	Material Type	Quantity				
HA#		Detected		Total	Friable	Damaged	Significantly Damaged	Units
1	Concrete - Floor	No	MM	10,025	0	0	0	s.f.
2	Concrete Block w/ Mortar - Wall	No	MM	5,700	0	0	0	s.f.
3	Spray Foam - Yellow	No	NSM	11,000	11,000	0	0	s.f.
4	Door - Overhead - Metal	No	NSM	3	0	0	0	ct.
5	Door - Exterior - Metal	No	NSM	1	0	0	0	ct.
6	Window - Wood Frame	No	NSM	5	0	0	0	ct.
7	Pipe Insulation - Mag	Yes	TSI	350	350	0	0	l.f.
8	Mudded Fitting on Mag	Yes	TSI	65	65	0	0	l.f.
9	Terrazzo - Floor - Tan and Gray	No	MM	460	0	0	0	s.f.
10	Ceiling Tile - 2x4 - Pinhole and Worm	No	MM	460	460	0	0	s.f.
11	Door - Interior - Wood	No	NSM	2	0	0	0	ct.
12	Concrete - Wall	No	MM	1,320	0	0	0	s.f.
13	Concrete - Deck	No	MM	835	0	0	0	s.f.
14	Glazing - Interior - Window	No	MM	5	5	0	0	s.f.
15	Adhesive - Associated w/ Wood Paneling	Assumed	MM	200	0	0	0	s.f.
16	Plaster - Wall - Smooth	No	SM	700	0	0	0	s.f.
17	Boiler - Kewanee	Assumed	MM	1	1	0	0	ct.
18	Insulation - Boiler Wrap	Yes	TSI	300	300	0	0	s.f.
19	Insulation - Boiler Doors	Yes	TSI	25	25	0	0	s.f.
20	Pipe Insulation - Fiberglass - Fabric Wrapped	No	TSI	10	10	0	0	l.f.
21	Brick w/ Mortar - Boiler	No	MM	50	0	0	0	s.f.
22	Brick w/ Mortar - Exterior	No	MM	12,000	0	0	0	s.f.
23	Caulk - Exterior - Windowsill - Gray	Yes	MM	2	0	0	0	s.f.
24	Fire Brick - Boiler	No	MM	40	0	0	0	s.f.
25	Brick w/ Mortar - Exterior - Window Patch	No	MM	500	0	0	0	s.f.
26	Caulk - Exterior - Windowframe - Gray	Yes	MM	2	0	0	0	s.f.
27	Caulk - Exterior - Windowsill - Gray - Soft	Yes	MM	3	0	0	0	s.f.
28	Glazing - Exterior - Window	Yes	MM	17	0	0	0	s.f.
29	Glazing - Interior - Addition - White	No	MM	2	0	0	0	s.f.
30	Caulk - Exterior - White	No	MM	1	0	0	0	s.f.

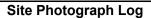


Building Materials Summary Fleis and VandenBrink 276 W. Division St., Sparta, MI 49345

		Asbestos	Material					
HA#	HA Description	Detected	Туре	Total	Friable	Damaged	Significantly Damaged	Units
31	Concrete Block w/ Mortar - Addition	No	MM	560	0	0	0	s.f.
32	Siding - Metal	No	NSM	560	0	0	0	s.f.
33	Adhesive - Associated w/ Plastic Wall Panel	No	MM	32	0	0	0	s.f.
34	Adhesive - Associated w/ Wall Panel	Assumed	MM	32	0	0	0	s.f.
35	Debris - Black and Yellow	No	MM	2	2	0	0	s.f.
36	Roofing	Assumed	MM	9,000	0	0	0	s.f.

Appendix E

Digital Photo Log





Client Name: Fleis and VandenBrink Project Name: Sparta DPW NESHAP

Project Address: 276 West Division Street, Sparta, MI 49345

BDN Project No.: P24-00572

Exterior View of Property



ALLEN PARK





Client Name: Fleis and VandenBrink Project Name: Sparta DPW NESHAP

Project Address: 276 West Division Street, Sparta, MI 49345

BDN Project No.: P24-00572

PHOTOGRAPH # 1



HA# 1

MATERIAL DESCRIPTION:

Concrete - Floor

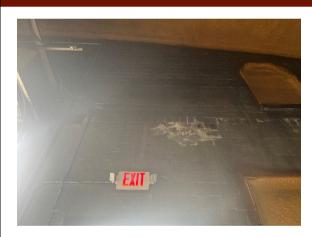
ASBESTOS-CONTAINING MATERIAL:

TOTAL QUANITY:

10,025 s.f.

ADDITIONAL NOTES:

PHOTOGRAPH # 2



HA# 2

MATERIAL DESCRIPTION:

Concrete Block w/ Mortar - Wall

ASBESTOS-CONTAINING MATERIAL

TOTAL QUANITY:

5.700 s.f.

ADDITIONAL NOTES:

PHOTOGRAPH # 3



HA# 3

MATERIAL DESCRIPTION:

Spray Foam - Yellow

ASBESTOS-CONTAINING MATERIAL

No

TOTAL QUANITY:

11,000 s.f.

ADDITIONAL NOTES:

ALLEN PARK



Client Name: Fleis and VandenBrink Project Name: Sparta DPW NESHAP

Project Address: 276 West Division Street, Sparta, MI 49345

BDN Project No.: P24-00572

PHOTOGRAPH # 4



HA# 4

MATERIAL DESCRIPTION:

Door - Overhead - Metal

ASBESTOS-CONTAINING MATERIAL:

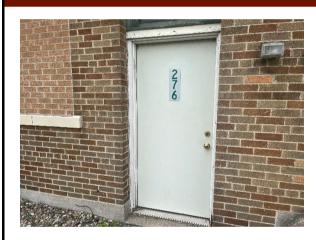
No

TOTAL QUANITY:

3 ct.

ADDITIONAL NOTES:

PHOTOGRAPH # 5



HA# 5

MATERIAL DESCRIPTION:

Door - Exterior - Metal

ASBESTOS-CONTAINING MATERIAL

No

TOTAL QUANITY:

1 ct.

ADDITIONAL NOTES:

PHOTOGRAPH # 6



HA# 6

MATERIAL DESCRIPTION:

Window - Wood Frame

ASBESTOS-CONTAINING MATERIAL

No

TOTAL QUANITY:

5 ct.

ADDITIONAL NOTES:



Client Name: Fleis and VandenBrink Project Name: Sparta DPW NESHAP

Project Address: 276 West Division Street, Sparta, MI 49345

BDN Project No.: P24-00572

PHOTOGRAPH # 7



HA# 7

MATERIAL DESCRIPTION:

Pipe Insulation - Mag

ASBESTOS-CONTAINING MATERIAL:

Yes

TOTAL QUANITY:

350 l.f.

ADDITIONAL NOTES:

PHOTOGRAPH # 8



HA# 8

MATERIAL DESCRIPTION:

Mudded Fitting on Mag

ASBESTOS-CONTAINING MATERIAL

Yes

TOTAL QUANITY:

65 l.f.

ADDITIONAL NOTES:

PHOTOGRAPH # 9



HA# 9

MATERIAL DESCRIPTION:

Terrazzo - Floor - Tan and Gray

ASBESTOS-CONTAINING MATERIAL

No

TOTAL QUANITY:

460 s.f.

ADDITIONAL NOTES:



Client Name: Fleis and VandenBrink
Project Name: Sparta DPW NESHAP

Project Address: 276 West Division Street, Sparta, MI 49345

BDN Project No.: P24-00572

PHOTOGRAPH # 10



HA# 10

MATERIAL DESCRIPTION:

Ceiling Tile - 2x4 - Pinhole and Worm

ASBESTOS-CONTAINING MATERIAL:

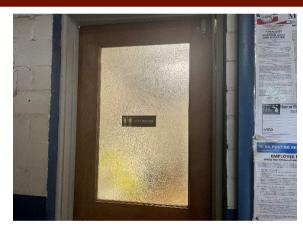
No

TOTAL QUANITY:

460 s.f.

ADDITIONAL NOTES:

PHOTOGRAPH # 11



HA# 11

MATERIAL DESCRIPTION:

Door - Interior - Wood

ASBESTOS-CONTAINING MATERIAL

No

TOTAL QUANITY:

2 ct.

ADDITIONAL NOTES:

PHOTOGRAPH # 12



ALLEN PARK

HA# 12

MATERIAL DESCRIPTION:

Concrete - Wall

ASBESTOS-CONTAINING MATERIAL

Νo

TOTAL QUANITY:

1,320 s.f.

ADDITIONAL NOTES:



Client Name: Fleis and VandenBrink Project Name: Sparta DPW NESHAP

Project Address: 276 West Division Street, Sparta, MI 49345

BDN Project No.: P24-00572

PHOTOGRAPH # 13



HA# 13

MATERIAL DESCRIPTION:

Concrete - Deck

ASBESTOS-CONTAINING MATERIAL:

No

TOTAL QUANITY:

835 s.f.

ADDITIONAL NOTES:

PHOTOGRAPH # 14



HA# 14

MATERIAL DESCRIPTION:

Glazing - Interior - Window

ASBESTOS-CONTAINING MATERIAL

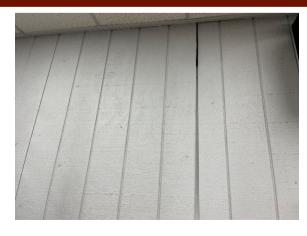
No

TOTAL QUANITY:

5 s.f.

ADDITIONAL NOTES:

PHOTOGRAPH # 15



HA# 15

MATERIAL DESCRIPTION:

Adhesive - Associated w/ Wood Paneling

ASBESTOS-CONTAINING MATERIAL

Assumed

TOTAL QUANITY:

200 s.f.

ADDITIONAL NOTES:



Client Name: Fleis and VandenBrink Project Name: Sparta DPW NESHAP

Project Address: 276 West Division Street, Sparta, MI 49345

BDN Project No.: P24-00572

PHOTOGRAPH # 16



HA# 16

MATERIAL DESCRIPTION:

Plaster - Wall - Smooth

ASBESTOS-CONTAINING MATERIAL:

No

TOTAL QUANITY:

700 s.f.

ADDITIONAL NOTES:

PHOTOGRAPH # 17



HA# 17

MATERIAL DESCRIPTION:

Boiler - Kewanee

ASBESTOS-CONTAINING MATERIAL

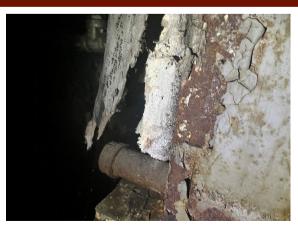
Assumed

TOTAL QUANITY:

1 ct.

ADDITIONAL NOTES:

PHOTOGRAPH # 18



HA# 18

MATERIAL DESCRIPTION:

Insulation - Boiler Wrap

ASBESTOS-CONTAINING MATERIAL

Yes

TOTAL QUANITY:

300 s.f.

ADDITIONAL NOTES:



Client Name: Fleis and VandenBrink Project Name: Sparta DPW NESHAP

Project Address: 276 West Division Street, Sparta, MI 49345

BDN Project No.: P24-00572

PHOTOGRAPH # 19



HA# 19

MATERIAL DESCRIPTION:

Insulation - Boiler Doors

ASBESTOS-CONTAINING MATERIAL:

Yes

TOTAL QUANITY:

25 s.f.

ADDITIONAL NOTES:

PHOTOGRAPH # 20



HA# 20

MATERIAL DESCRIPTION:

Pipe Insulation - Fiberglass - Fabric Wrapped

ASBESTOS-CONTAINING MATERIAL

No

TOTAL QUANITY:

10 l.f.

ADDITIONAL NOTES:

PHOTOGRAPH # 21



HA# 21

MATERIAL DESCRIPTION:

Brick w/ Mortar - Boiler

ASBESTOS-CONTAINING MATERIAL

No

TOTAL QUANITY:

50 s.f.

ADDITIONAL NOTES:

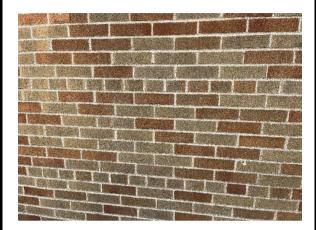


Client Name: Fleis and VandenBrink
Project Name: Sparta DPW NESHAP

Project Address: 276 West Division Street, Sparta, MI 49345

BDN Project No.: P24-00572

PHOTOGRAPH # 22



HA# 22

MATERIAL DESCRIPTION:

Brick w/ Mortar - Exterior

ASBESTOS-CONTAINING MATERIAL:

No

TOTAL QUANITY:

12,000 s.f.

ADDITIONAL NOTES:

PHOTOGRAPH # 23



HA# 23

MATERIAL DESCRIPTION:

Caulk - Exterior - Windowsill - Gray

ASBESTOS-CONTAINING MATERIAL

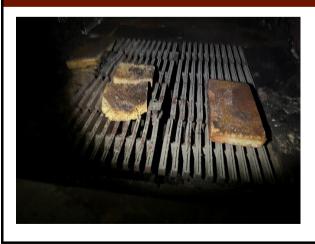
Yes

TOTAL QUANITY:

2 s.f.

ADDITIONAL NOTES:

PHOTOGRAPH # 24



HA# 24

MATERIAL DESCRIPTION:

Fire Brick - Boiler

ASBESTOS-CONTAINING MATERIAL

Νo

TOTAL QUANITY:

40 s.f.

ADDITIONAL NOTES:



Client Name: Fleis and VandenBrink
Project Name: Sparta DPW NESHAP

Project Address: 276 West Division Street, Sparta, MI 49345

BDN Project No.: P24-00572

PHOTOGRAPH # 25



HA# 25

MATERIAL DESCRIPTION:

Brick w/ Mortar - Exterior - Window Patch

ASBESTOS-CONTAINING MATERIAL:

No

TOTAL QUANITY:

500 s.f.

ADDITIONAL NOTES:

PHOTOGRAPH # 26



HA# 26

MATERIAL DESCRIPTION:

Caulk - Exterior - Windowframe - Gray

ASBESTOS-CONTAINING MATERIAL

Yes

TOTAL QUANITY:

2 s.f.

ADDITIONAL NOTES:

PHOTOGRAPH # 27



HA# 27

MATERIAL DESCRIPTION:

Caulk - Exterior - Windowsill - Gray - Soft

ASBESTOS-CONTAINING MATERIAL

Yes

TOTAL QUANITY:

3 s.f.

ADDITIONAL NOTES:



Client Name: Fleis and VandenBrink
Project Name: Sparta DPW NESHAP

Project Address: 276 West Division Street, Sparta, MI 49345

BDN Project No.: P24-00572

PHOTOGRAPH # 28



HA# 28

MATERIAL DESCRIPTION:

Glazing - Exterior - Window

ASBESTOS-CONTAINING MATERIAL:

Yes

TOTAL QUANITY:

17 s.f.

ADDITIONAL NOTES:

PHOTOGRAPH # 29



HA# 29

MATERIAL DESCRIPTION:

Glazing - Interior - Addition - White

ASBESTOS-CONTAINING MATERIAL

No

TOTAL QUANITY:

2 s.f.

ADDITIONAL NOTES:

PHOTOGRAPH # 30



HA# 30

MATERIAL DESCRIPTION:

Caulk - Exterior - White

ASBESTOS-CONTAINING MATERIAL

No

TOTAL QUANITY:

1 s.f.

ADDITIONAL NOTES:





Client Name: Fleis and VandenBrink Project Name: Sparta DPW NESHAP

Project Address: 276 West Division Street, Sparta, MI 49345

BDN Project No.: P24-00572

PHOTOGRAPH # 31



HA# 31

MATERIAL DESCRIPTION:

Concrete Block w/ Mortar - Addition

ASBESTOS-CONTAINING MATERIAL:

No

TOTAL QUANITY:

560 s.f.

ADDITIONAL NOTES:

PHOTOGRAPH # 32



HA# 32

MATERIAL DESCRIPTION:

Siding - Metal

ASBESTOS-CONTAINING MATERIAL

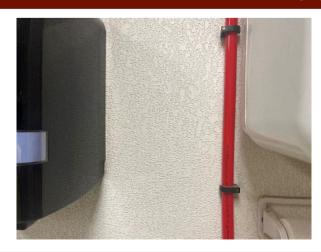
No

TOTAL QUANITY:

560 s.f.

ADDITIONAL NOTES:

PHOTOGRAPH # 33



GRAND RAPIDS

HA# 33

MATERIAL DESCRIPTION:

Adhesive - Associated w/ Plastic Wall Panel

ASBESTOS-CONTAINING MATERIAL

No

TOTAL QUANITY:

32 s.f.

ADDITIONAL NOTES:

CREATING SAFE WORK

(269) 329-1237



Client Name: Fleis and VandenBrink Project Name: Sparta DPW NESHAP

Project Address: 276 West Division Street, Sparta, MI 49345

BDN Project No.: P24-00572

PHOTOGRAPH # 34



HA# 34

MATERIAL DESCRIPTION:

Adhesive - Associated w/ Wall Panel

ASBESTOS-CONTAINING MATERIAL:

Assumed

TOTAL QUANITY:

32 s.f.

ADDITIONAL NOTES:



HA# 35

MATERIAL DESCRIPTION:

Debris - Black and Yellow

ASBESTOS-CONTAINING MATERIAL

No

TOTAL QUANITY:

2 s.f.

ADDITIONAL NOTES:





HA# 36

MATERIAL DESCRIPTION:

Roofing

ASBESTOS-CONTAINING MATERIAL

Assumed

TOTAL QUANITY:

9,000 s.f.

ADDITIONAL NOTES:

Appendix F

Analytical Results – Asbestos



The Identification Specialists

Analysis Report prepared for BDN Industrial Hygiene Consultants

Report Date: 5/21/2024

Project Name: Sparta DPW NESHAP

Project #: P24-00572

SanAir ID#: 24027296



NVLAP LAB CODE 200870-0

10501 Trade Court | North Chesterfield, Virginia 23236 888.895.1177 | 804.897.1177 | fax: 804.897.0070 | IAQ@SanAir.com | SanAir.com



Name: BDN Industrial Hygiene Consultants

Address: 8105 Valleywood Lane

Portage, MI 49024

Phone: 517-513-9588

Project Number: P24-00572 **P.O. Number:** P24-00572

Project Name: Sparta DPW NESHAP

Collected Date: 5/14/2024

Received Date: 5/16/2024 10:15:00 AM

Dear Nick Donaldson,

We at SanAir would like to thank you for the work you recently submitted. The 57 sample(s) were received on Thursday, May 16, 2024 via UPS. The final report(s) is enclosed for the following sample(s): 1-1, 1-2, 2-1, 2-2, 7-1, 7-2, 7-3, 8-1, 8-2, 8-3, 9-1, 9-2, 10-1, 10-2, 12-1, 12-2, 13-1, 13-2, 14-1, 14-2, 16-1, 16-2, 16-3, 18-1, 18-2, 18-3, 19-1, 19-2, 19-3, 20-1, 20-2, 20-3, 21-1, 21-2, 22-1, 22-2, 23-1, 23-2, 24-1, 24-2, 25-1, 25-2, 26-1, 26-2, 26-3, 27-1, 27-2, 28-1, 28-2, 29-1, 29-2, 30-1, 30-2, 31-1, 31-2, 33-1, 33-2.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

Sandra Sobrino

Asbestos & Materials Laboratory Manager

SanAir Technologies Laboratory

Sandra Sobiino

Final Report Includes:

- Cover Letter

- Analysis Pages

- Disclaimers and Additional Information

Sample conditions:

- 56 samples in Good condition.

- 1 samples in Layer Missing condition. (#57)



Name: BDN Industrial Hygiene Consultants

Address: 8105 Valleywood Lane

Portage, MI 49024

Phone: 517-513-9588

Project Number: P24-00572 **P.O. Number:** P24-00572

Project Name: Sparta DPW NESHAP

Collected Date: 5/14/2024

Received Date: 5/16/2024 10:15:00 AM

Analyst: Sobrino, Sandra

Asbestos Bulk PLM EPA 600/R-93/116

	Stereoscopic	Com	ponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
1-1 / 24027296-001 Concrete - Floor FS-4 On Stairs	Gray Non-Fibrous Heterogeneous		100% Other	None Detected
1-2 / 24027296-002 Concrete - Floor FS-1 By Corner To FS-2	Gray Non-Fibrous Heterogeneous		100% Other	None Detected
2-1 / 24027296-003 Concrete Block W/ Mortar - Wall FS-1 Corner Of FS-2, Conrete	Gray Non-Fibrous Heterogeneous		100% Other	None Detected
2-1 / 24027296-003 Concrete Block W/ Mortar - Wall FS-1 Corner Of FS-2, Mortar	Gray Non-Fibrous Heterogeneous		100% Other	None Detected
2-2 / 24027296-004 Concrete Block W/ Mortar - Wall FS-4 Top Of Stairs, Conrete	Gray Non-Fibrous Heterogeneous		100% Other	None Detected
2-2 / 24027296-004 Concrete Block W/ Mortar - Wall FS-4 Top Of Stairs, Mortar	Gray Non-Fibrous Heterogeneous		100% Other	None Detected
7-1 / 24027296-005 Pipe Insulation - Mag FS-1	White Fibrous Heterogeneous	20% Cellulose	55% Other	25% Chrysotile
7-2 / 24027296-006 Pipe Insulation - Mag FS-4	White Fibrous Heterogeneous	20% Cellulose	55% Other	25% Chrysotile
7-3 / 24027296-007 Pipe Insulation - Mag FS-4	White Fibrous Heterogeneous	20% Cellulose	55% Other	25% Chrysotile
8-1 / 24027296-008 Mudded Fitting On Mag FS-1 By Window	Brown Fibrous Heterogeneous		70% Mica	30% Chrysotile

Analysis Date:

Analyst: Sandra Asbiint
sis Date: 5/21/2024

Approved Signatory:

5/21/2024 Date:



Name: BDN Industrial Hygiene Consultants

Address: 8105 Valleywood Lane

Portage, MI 49024

Phone: 517-513-9588

Project Number: P24-00572 **P.O. Number:** P24-00572

Project Name: Sparta DPW NESHAP

Collected Date: 5/14/2024

Received Date: 5/16/2024 10:15:00 AM

Analyst: Sobrino, Sandra

Asbestos Bulk PLM EPA 600/R-93/116

	Stereoscopic	Comp	ponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
8-2 / 24027296-009 Mudded Fitting On Mag FS-4	Brown Fibrous Heterogeneous		70% Mica	30% Chrysotile
8-3 / 24027296-010 Mudded Fitting On Mag FS-1	Brown Fibrous Heterogeneous		70% Mica	30% Chrysotile
9-1 / 24027296-011 Terrazzo - Floor FS-3	Gray Non-Fibrous Heterogeneous		100% Other	None Detected
9-2 / 24027296-012 Terrazzo - Floor FS-2	Gray Non-Fibrous Heterogeneous		100% Other	None Detected
10-1 / 24027296-013 Ceiling Tile - 2x4 - Pinhole And Worm FS-2 Center	White Fibrous Homogeneous	35% Cellulose 25% Glass 35% Min. Wool	5% Other	None Detected
10-2 / 24027296-014 Ceiling Tile - 2x4 - Pinhole And Worm FS-3	White Fibrous Homogeneous	35% Cellulose 25% Glass 35% Min. Wool	5% Other	None Detected
12-1 / 24027296-015 Concrete - Wall FS-2 By Urinal	Gray Non-Fibrous Homogeneous		100% Other	None Detected
12-2 / 24027296-016 Concrete - Wall FS-2 North Wall	Gray Non-Fibrous Homogeneous		100% Other	None Detected
13-1 / 24027296-017 Concrete - Deck FS-2 Center	Gray Non-Fibrous Heterogeneous		100% Other	None Detected
13-2 / 24027296-018 Concrete - Deck FS-4 At Bottom Of Stairs	Gray Non-Fibrous Heterogeneous		100% Other	None Detected

Analyst:

Analysis Date:

Sandra Abbient

Approved Signatory:



Name: BDN Industrial Hygiene Consultants

Address: 8105 Valleywood Lane

Portage, MI 49024

Phone: 517-513-9588

Project Number: P24-00572 **P.O. Number:** P24-00572

Project Name: Sparta DPW NESHAP

Collected Date: 5/14/2024

Received Date: 5/16/2024 10:15:00 AM

Analyst: Sobrino, Sandra

Asbestos Bulk PLM EPA 600/R-93/116

	Stereoscopic	Com	ponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
14-1 / 24027296-019 Glazing - Interior - Window FS-1 North/East	Off-White Non-Fibrous Homogeneous		100% Other	None Detected
14-2 / 24027296-020 Glazing - Interior - Window FS-2 Behind Foam Panel Covering	Off-White Non-Fibrous Homogeneous		100% Other	None Detected
16-1 / 24027296-021 Plaster - Wall - Smooth FS-3, Plaster	Gray Non-Fibrous Homogeneous		100% Other	None Detected
16-1 / 24027296-021 Plaster - Wall - Smooth FS-3, Skim Coat	White Non-Fibrous Homogeneous		100% Other	None Detected
16-2 / 24027296-022 Plaster - Wall - Smooth FS-3, Plaster	Gray Non-Fibrous Homogeneous		100% Other	None Detected
16-2 / 24027296-022 Plaster - Wall - Smooth FS-3, Skim Coat	White Non-Fibrous Homogeneous		100% Other	None Detected
16-3 / 24027296-023 Plaster - Wall - Smooth FS-3, Plaster	Gray Non-Fibrous Homogeneous		100% Other	None Detected
16-3 / 24027296-023 Plaster - Wall - Smooth FS-3, Skim Coat	White Non-Fibrous Homogeneous		100% Other	None Detected
18-1 / 24027296-024 Insulation - Boiler Wrap FS-4, Wrap	Tan Fibrous Homogeneous	98% Cellulose	2% Other	None Detected
18-1 / 24027296-024 Insulation - Boiler Wrap FS-4, Insulation	Gray Fibrous Homogeneous		50% Other	50% Chrysotile

Analyst

Analysis Date:

Sandra Sobiino

Approved Signatory:



Name: BDN Industrial Hygiene Consultants

Address: 8105 Valleywood Lane

Portage, MI 49024

Phone: 517-513-9588

Project Number: P24-00572 **P.O. Number:** P24-00572

Project Name: Sparta DPW NESHAP

Collected Date: 5/14/2024

Received Date: 5/16/2024 10:15:00 AM

Analyst: Sobrino, Sandra

Asbestos Bulk PLM EPA 600/R-93/116

	Stereoscopic	Com	ponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
18-2 / 24027296-025 Insulation - Boiler Wrap FS-4, Wrap	Tan Fibrous Homogeneous	98% Cellulose	2% Other	None Detected
18-2 / 24027296-025 Insulation - Boiler Wrap FS-4, Insulation	Gray Fibrous Homogeneous		50% Other	50% Chrysotile
18-3 / 24027296-026 Insulation - Boiler Wrap FS-4, Wrap	Tan Fibrous Homogeneous	98% Cellulose	2% Other	None Detected
18-3 / 24027296-026 Insulation - Boiler Wrap FS-4, Insulation	Gray Fibrous Homogeneous		50% Other	50% Chrysotile
19-1 / 24027296-027 Insulation - Boiler Doors FS-4 Large Door	Brown Fibrous Homogeneous	15% Glass	50% Other	35% Chrysotile
19-2 / 24027296-028 Insulation - Boiler Doors FS-4 Large Door	Brown Fibrous Homogeneous	15% Glass	50% Other	35% Chrysotile
19-3 / 24027296-029 Insulation - Boiler Doors FS-4 Small Door	Brown Fibrous Homogeneous	15% Glass	50% Other	35% Chrysotile
20-1 / 24027296-030 Pipe Insulation - Fiberglass - Fabric Wrapped FS-4, Insulation	Yellow Fibrous Homogeneous	100% Glass	< 1% Other	None Detected
20-1 / 24027296-030 Pipe Insulation - Fiberglass - Fabric Wrapped FS-4, Wrap	Gray Fibrous Homogeneous	95% Cellulose	5% Other	None Detected
20-2 / 24027296-031 Pipe Insulation - Fiberglass - Fabric Wrapped FS-4, Insulation	Yellow Fibrous Homogeneous	100% Glass	< 1% Other	None Detected

Analyst

Analysis Date:

Sandra Sobiino

Approved Signatory:



Name: BDN Industrial Hygiene Consultants

Address: 8105 Valleywood Lane

Portage, MI 49024

Phone: 517-513-9588

Project Number: P24-00572 **P.O. Number:** P24-00572

Project Name: Sparta DPW NESHAP

Collected Date: 5/14/2024

Received Date: 5/16/2024 10:15:00 AM

Analyst: Sobrino, Sandra

Asbestos Bulk PLM EPA 600/R-93/116

	Stereoscopic	Comp	oonents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
20-2 / 24027296-031 Pipe Insulation - Fiberglass - Fabric Wrapped FS-4, Wrap	Gray Fibrous Homogeneous	95% Cellulose	5% Other	None Detected
20-3 / 24027296-032 Pipe Insulation - Fiberglass - Fabric Wrapped FS-4, Insulation	Yellow Fibrous Homogeneous	100% Glass	< 1% Other	None Detected
20-3 / 24027296-032 Pipe Insulation - Fiberglass - Fabric Wrapped FS-4, Wrap	Gray Fibrous Homogeneous	95% Cellulose	5% Other	None Detected
21-1 / 24027296-033 Brick W/ Mortar - Boiler FS-4 Boiler, Brick	Tan Non-Fibrous Homogeneous		100% Other	None Detected
21-1 / 24027296-033 Brick W/ Mortar - Boiler FS-4 Boiler, Mortar	Gray Non-Fibrous Homogeneous		100% Other	None Detected
21-2 / 24027296-034 Brick W/ Mortar - Boiler FS-4 Boiler, Brick	Tan Non-Fibrous Homogeneous		100% Other	None Detected
21-2 / 24027296-034 Brick W/ Mortar - Boiler FS-4 Boiler, Mortar	Gray Non-Fibrous Homogeneous		100% Other	None Detected
22-1 / 24027296-035 Brick W/ Mortar - Exterior Exterior East Side, Brick	Tan Non-Fibrous Homogeneous		100% Other	None Detected
22-1 / 24027296-035 Brick W/ Mortar - Exterior Exterior East Side, Mortar	White Non-Fibrous Homogeneous		100% Other	None Detected
22-2 / 24027296-036 Brick W/ Mortar - Exterior Exterior West Side, Brick	Tan Non-Fibrous Homogeneous		100% Other	None Detected

Analyst

Analysis Date:

Sandra Sobiino

Approved Signatory:



Name: BDN Industrial Hygiene Consultants

Address: 8105 Valleywood Lane

Portage, MI 49024

Phone: 517-513-9588

Project Number: P24-00572 **P.O. Number:** P24-00572

Project Name: Sparta DPW NESHAP

Collected Date: 5/14/2024

Received Date: 5/16/2024 10:15:00 AM

Analyst: Sobrino, Sandra

Asbestos Bulk PLM EPA 600/R-93/116

	Stereoscopic	Com	ponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
22-2 / 24027296-036 Brick W/ Mortar - Exterior Exterior West Side, Mortar	White Non-Fibrous Homogeneous		100% Other	None Detected
23-1 / 24027296-037 Caulk - Exterior - Windowsill Exterior North East Side	White Non-Fibrous Homogeneous		97% Other	3% Chrysotile
23-2 / 24027296-038 Caulk - Exterior - Windowsill Exterior North Side	White Non-Fibrous Homogeneous		98% Other	2% Chrysotile
24-1 / 24027296-039 Fire Brick - Boiler FS-4	Orange Non-Fibrous Homogeneous		100% Other	None Detected
24-2 / 24027296-040 Fire Brick - Boiler FS-4	Orange Non-Fibrous Homogeneous		100% Other	None Detected
25-1 / 24027296-041 Brick W/ Mortar - Exterior - Window Patch Exterior East Side, Brick	Red Non-Fibrous Homogeneous		100% Other	None Detected
25-1 / 24027296-041 Brick W/ Mortar - Exterior - Window Patch Exterior East Side, Mortar	Gray Non-Fibrous Homogeneous		100% Other	None Detected
25-2 / 24027296-042 Brick W/ Mortar - Exterior - Window Patch, Brick	Red Non-Fibrous Homogeneous		100% Other	None Detected
25-2 / 24027296-042 Brick W/ Mortar - Exterior - Window Patch, Mortar	Gray Non-Fibrous Homogeneous		100% Other	None Detected
26-1 / 24027296-043 Caulk - Exterior - Windowframe Exterior West Side	Gray Non-Fibrous Heterogeneous		97% Other	3% Chrysotile

Analyst

Analysis Date:

Sandra Sobiino

Approved Signatory:

Date:

5/21/2024



Name: BDN Industrial Hygiene Consultants

Address: 8105 Valleywood Lane

Portage, MI 49024

Phone: 517-513-9588

Project Number: P24-00572 **P.O. Number:** P24-00572

Project Name: Sparta DPW NESHAP

Collected Date: 5/14/2024

Received Date: 5/16/2024 10:15:00 AM

Analyst: Sobrino, Sandra

Asbestos Bulk PLM EPA 600/R-93/116

	Stereoscopic	Com	ponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
26-2 / 24027296-044 Caulk - Exterior - Windowframe Exterior West Side	Gray Non-Fibrous Heterogeneous		97% Other	3% Chrysotile
26-3 / 24027296-045 Caulk - Exterior - Windowframe Exterior East Side	Gray Non-Fibrous Heterogeneous		95% Other	5% Chrysotile
27-1 / 24027296-046 Caulk - Exterior - Windowsill - Soft Exterior North Side	Gray Non-Fibrous Heterogeneous		97% Other	3% Chrysotile
27-2 / 24027296-047 Caulk - Exterior - Windowsill - Soft Exterior East Side	Gray Non-Fibrous Heterogeneous		97% Other	3% Chrysotile
28-1 / 24027296-048 Glazing - Exterior - Window Exterior East Side	Gray Non-Fibrous Homogeneous		92% Other	8% Chrysotile
28-2 / 24027296-049 Glazing - Exterior - Window Exterior East Side	Gray Non-Fibrous Homogeneous		92% Other	8% Chrysotile
29-1 / 24027296-050 Glazing - Interior - Addition FS-5	White Non-Fibrous Homogeneous		100% Other	None Detected
29-2 / 24027296-051 Glazing - Interior - Addition FS-5	White Non-Fibrous Homogeneous		100% Other	None Detected
30-1 / 24027296-052 Caulk - Exterior Exterior East Side	White Non-Fibrous Homogeneous		100% Other	None Detected
30-2 / 24027296-053 Caulk - Exterior Exterior East Side	White Non-Fibrous Homogeneous		100% Other	None Detected

Analyst

Analysis Date:

Sandra Sobiino

Approved Signatory:



Name: BDN Industrial Hygiene Consultants

Address: 8105 Valleywood Lane

Portage, MI 49024

Phone: 517-513-9588

Project Number: P24-00572 **P.O. Number:** P24-00572

Project Name: Sparta DPW NESHAP

Collected Date: 5/14/2024

Received Date: 5/16/2024 10:15:00 AM

Analyst: Sobrino, Sandra

Asbestos Bulk PLM EPA 600/R-93/116

	Stereoscopic	Con	nponents	
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
31-1 / 24027296-054 Concrete Block W/ Mortar - Addition FS-5, Block	Gray Non-Fibrous Homogeneous		100% Other	None Detected
31-1 / 24027296-054 Concrete Block W/ Mortar - Addition FS-5, Mortar	Gray Non-Fibrous Homogeneous		100% Other	None Detected
31-2 / 24027296-055 Concrete Block W/ Mortar - Addition FS-5, Block	Gray Non-Fibrous Homogeneous		100% Other	None Detected
31-2 / 24027296-055 Concrete Block W/ Mortar - Addition FS-5, Mortar	Gray Non-Fibrous Homogeneous		100% Other	None Detected
33-1 / 24027296-056 Adhesive - Associated W/ Plastic Wall Panel FS-2, Adhesive	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
33-1 / 24027296-056 Adhesive - Associated W/ Plastic Wall Panel FS-2, Panel	White Non-Fibrous Homogeneous		100% Other	None Detected
33-2 / 24027296-057 Adhesive - Associated W/ Plastic Wall Panel FS-2, Adhesive				Insufficient Material
33-2 / 24027296-057 Adhesive - Associated W/ Plastic Wall Panel FS-2, Panel	White Non-Fibrous Homogeneous		100% Other	None Detected

Analysis Date:

landia Abbiint Approved Signatory:

5/21/2024 Date:

Disclaimer

This report is the sole property of the client named on the SanAir Technologies Laboratory chainof-custody (COC). Results in the report are confidential information intended only for the use by the customer listed on the COC. Neither results nor reports will be discussed with or released to any third party without our client's written permission. The final report shall not be reproduced except in full without written approval of the laboratory to assure that parts of the report are not taken out of context. This report and any information contained within shall not be edited, altered, or modified in any way by any persons or agencies receiving, viewing, distributing, or otherwise possessing a copy of this final report. The laboratory reserves the right to perform amendments to any finalized report, of which shall supersede and make obsolete any previous editions. Such changes, modifications, additions, or deletions shall be effective immediately upon notice thereof, which may be given by means including but not limited to posting on the SanAir client portal website, electronic or conventional mail, or by any other means. The information provided in this report applies only to the samples submitted and is relevant only for the date, time, and location of sampling. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client on the COC. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample(s) in the condition in which they arrived at the laboratory and information provided by the client on the COC, such as: project number, project name, collection dates, po number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start stop times that may affect the validity of the results in this report. Samples were received in good condition unless otherwise noted on the report. SanAir assumes no responsibility or liability for the manner in which the results are used or interpreted. This report does not constitute nor shall not be used by the client to claim product, process, system, or person certification, approval, or endorsement by NVLAP, NIST, NELAC. AIHA LAP, LLC or any other U.S. governmental agencies and may not be accredited by every local, state, and federal regulatory agencies. Samples are held for a period of 60 days. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations. For NY state samples, method EPA 600/M4-82-020 is performed.

NYELAP Disclaimer:

Polarized- light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

Asbestos Accreditations

National Voluntary Laboratory Accreditation Program (NVLAP) Lab Code 200870-0
City of Philadelphia Department of Public Health Air Management Services, Certification#ALL-460
Commonwealth of Pennsylvania Department of Environmental Protection Number 68-05397
California State Environmental Laboratory Accreditation Program Certificate Number 2915
Colorado Department of Public Health and Environment Registration Number AL-23143
Connecticut Department of Public Health Environmental Laboratory Registration Number PH-0105
Massachusetts Department of Labor Standards Asbestos Analytical Services License Number:
AA000222

State of Maine Department of Environmental Protection License Number: LB-0075, LA-0084 New York State Department of Health Laboratory ID: 11983

State of Rhode Island Department of Health Certification No.: PCM00126, PLM00126, TEM00126 Texas Department of State Health Services License Number: 300440

Commonwealth of Virginia Department of Professional and Occupational Regulation Number: 3333000323

State of Washington Department of Ecology Laboratory ID: C989

State of West Virginia Bureau for Public Health Analytical Laboratory Number: LT000616

Vermont Department of Health License Number: Asb-Co-An-000006

Louisiana Department of Environmental Quality Al Number 212253, Certificate #05088

Revision Date: 4/18/2023 Page 64 of 81 Page 11 of 13



10501 Trade Ct., Suite 100 N. Chesterfield, VA 23236 804.897.1177 / 888.895.1177 Fax 804.897.0070 sanair.com

Asbestos Chain of Custody Form 140, Rev 7, 10/20/2022

24027296

SanAir ID Number

Company	BDN Industri	al Hygiene	Cons	ultants	3	Project #: P	24-00	572		Collected by:	vick Don	aldson	
Address:	8105 Valleyw	vood Lane			Pro	_{ject Name:} Sparta DI	PW N	ESH	AP	Phone #:	517-930-8	3162	
City, St.,	Zip: Portage, MI	49024				te Collected: 5/14/202				Fax #:			
State of C	ollection: MI	Account#:	41	22	-	. Number: P24-0057				Email: ndo	naldson	@bdnih	c.com
	Bulk					Air				Soil			
ABB	PLM EPA 600/R-9	93/116	V	ABA		PCM NIOSH 7400			ABSE	PLM EPA	600/R-93/11	6 (Qual.)	
	Positive Stop			ABA		OSHA w/ TWA*				Ver	miculite		
ABEPA	PLM EPA 400 Poi			ABT	i	TEM AHERA			ABB	PLM EPA	600/R-93/11	6	
ABB1K	PLM EPA 1000 Po			ABA	TN	TEM NIOSH 7402			ABEPA3	PLM EPA	400 Point Co	ount	
ABBEN	PLM EPA NOB**	•		ABT:	2	TEM Level II			ABCM	Cincinnati l	Method		
ABBCH	TEM Chatfield**			Other	r:				-	Dus	st		
ABBTM	TEM EPA NOB**	•				New York ELAP			ABWA	TEM Wipe	ASTM D-6	480	
ABQ	PLM Qualitative			ABEP	A2	NY ELAP 198.1			ABDMV	TEM Micro	vac ASTM	D-5755	
**	Available on 24-hr. 1	to 5-day TAT		ABEN	ĮΥ	NY ELAP 198.6 PLM	NOB						
	Water			ABBN	۱Y	NY ELAP 198.4 TEM	NOB		Matrix	Oth	er		
ABHE	EPA 100.2					Positive Stop							
Tu	ırn Around	3 HR (4	ир тс	MO []		6 HR (8HR TEM)		Ι	12 HR	П	,	Day □	
	Times		2 Day			3 Days			□ 4 D		 	5 Days	
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Special I	Instructions	5950	whe s	P							_		
Sa	imple#	Sam	ple I	dentific	atio	on/Location		lume Area	Samp Date			tart – Sto Time*	р
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Relinquished by	Date	Time	Received by	Date	Time
			EDR	5/16/24	10:15 a.m.

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT or a minimum charge of \$150. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Ground and Next Day Air shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges. **E**ege 12 of 13



Asbestos Bulk Sample Log Fleis and VandenBrink 276 W. Division St., Sparta, MI 49345

Sample Number	Date	HA#	HA Description	Sample Location	Notes
1-1	5/14/2024	1	Concrete - Floor	FS-4	On Stairs
1-2	5/14/2024	1	Concrete - Floor	FS-1	by corner to FS-2
2-1	5/14/2024	2	Concrete Block w/ Mortar - Wall	FS-1	Corner of FS-2
2-2	5/14/2024	2	Concrete Block w/ Mortar - Wall	FS-4	Top of stairs
7-1	5/14/2024	7	Pipe Insulation - Mag	FS-1	
7-2	5/14/2024	7	Pipe Insulation - Mag	FS-4	
7-3	5/14/2024	7	Pipe Insulation - Mag	FS-4	
8-1	5/14/2024	8	Mudded Fitting on Mag	FS-1	By window
8-2	5/14/2024	8	Mudded Fitting on Mag	FS-4	Dy Million
8-3	5/14/2024	8	Mudded Fitting on Mag	FS-1	
9-1	5/14/2024	9	Terrazzo - Floor - Tan and Gray	FS-3	
9-2	5/14/2024	9	Terrazzo - Floor - Tan and Gray	FS-2	
10-1	5/14/2024	10	Ceiling Tile - 2x4 - Pinhole and Worm	FS-2	Center
10-1	5/14/2024	10	Ceiling Tile - 2x4 - Pinhole and Worm	FS-3	Conto
12-1		12	Concrete - Wall	FS-2	By urinal
	5/14/2024		Concrete - Wall	FS-2	North wall
12-2	5/14/2024	12		FS-2	Center
13-1	5/14/2024	13	Concrete - Deck	FS-2 FS-4	at bottom of stairs
13-2	5/14/2024	13	Concrete - Deck		North/East
14-1	5/14/2024	14	Glazing - Interior - Window	FS-1	
14-2	5/14/2024	14	Glazing - Interior - Window	FS-2	Behind foam panel covering window
16-1	5/14/2024	16	Plaster - Wall - Smooth	FS-3	
16-2	5/14/2024	16	Plaster - Wall - Smooth	FS-3	
16-3	5/14/2024	16	Plaster - Wall - Smooth	FS-3	
18-1	5/14/2024	18	Insulation - Boiler Wrap	FS-4	
18-2	5/14/2024	18	Insulation - Boiler Wrap	FS-4	
18-3	5/14/2024	18	Insulation - Boiler Wrap	FS-4	
19-1	5/14/2024	19	Insulation - Boiler Doors	FS-4	Large door
19-2	5/14/2024	19	Insulation - Boiler Doors	FS-4	Large door
19-3	5/14/2024	19	Insulation - Boiler Doors	FS-4	Small door
20-1	5/14/2024	20	Pipe Insulation - Fiberglass - Fabric Wrapped	FS-4	
20-2	5/14/2024	20	Pipe Insulation - Fiberglass - Fabric Wrapped	FS-4	
20-3	5/14/2024	20	Pipe Insulation - Fiberglass - Fabric Wrapped	FS-4	
21-1	5/14/2024	21	Brick w/ Mortar - Boiler	FS-4	Boiler
21-2	5/14/2024	21	Brick w/ Mortar - Boiler	FS-4	Boiler
22-1	5/14/2024	22	Brick w/ Mortar - Exterior	Exterior	East side
22-2	5/14/2024	22	Brick w/ Mortar - Exterior	Exterior	West side
23-1	5/14/2024	23	Caulk - Exterior - Windowsill - Gray	Exterior	North east side
23-2	5/14/2024	23	Caulk - Exterior - Windowsill - Gray	Exterior	North side
24-1	5/14/2024	24	Fire Brick - Boiler	FS-4	
24-2	5/14/2024	24	Fire Brick - Boiler	FS-4	
25-1	5/14/2024	25	Brick w/ Mortar - Exterior - Window Patch	Exterior	East side
25-2	5/14/2024	25	Brick w/ Mortar - Exterior - Window Patch		
26-1	5/14/2024	26	Caulk - Exterior - Windowframe - Gray	Exterior	West side
26-2	5/14/2024	26	Caulk - Exterior - Windowframe - Gray	Exterior	West side
26-3	5/14/2024	26	Caulk - Exterior - Windowframe - Gray	Exterior	East side
27-1	5/14/2024	27	Caulk - Exterior - Windowsill - Gray - Soft	Exterior	North side
27-2	5/14/2024	27	Caulk - Exterior - Windowsill - Gray - Soft	Exterior	East side
28-1	5/14/2024	28	Glazing - Exterior - Window	Exterior	East side
28-2	5/14/2024	28	Glazing - Exterior - Window	Exterior	East side
	5/14/2024	29	Glazing - Interior - Addition - White	FS-5	
29-1	5/14/2024	29	Glazing - Interior - Addition - White	FS-5	
29-2			Caulk - Exterior - White	Exterior	East side
30-1	5/14/2024	30	Caulk - Exterior - White	Exterior	East side
30-2	5/14/2024	30	Concrete Block w/ Mortar - Addition	FS-5	
31-1	5/14/2024	31	Concrete Block w/ Mortar - Addition	FS-5	
31-2	5/14/2024	31	Adhesive - Associated w/ Plastic Wall Panel	FS-2	
33-1	5/14/2024	33		F\$-2	
33-2	5/14/2024	33	Adhesive - Associated w/ Plastic Wall Panel		Coal chute
35-1	5/14/2024	35	Debris - Black and Yellow	FS-4	Coal chute
35-2	5/14/2024	35	Debris - Black and Yellow	FS-4	Coarcille



The Identification Specialists

Analysis Report prepared for BDN Industrial Hygiene Consultants

Report Date: 5/21/2024

Project Name: Sparta DPW NESHAP

Project #: P24-00572

SanAir ID#: 24027302



NVLAP LAB CODE 200870-0

10501 Trade Court | North Chesterfield, Virginia 23236 888.895.1177 | 804.897.1177 | fax: 804.897.0070 | IAQ@SanAir.com | SanAir.com



Name: BDN Industrial Hygiene Consultants

Address: 8105 Valleywood Lane

Portage, MI 49024

Phone: 517-513-9588

Project Number: P24-00572 **P.O. Number:** P24-00572

Project Name: Sparta DPW NESHAP

Collected Date: 5/14/2024

Received Date: 5/16/2024 10:15:00 AM

Dear Nick Donaldson,

We at SanAir would like to thank you for the work you recently submitted. The 2 sample(s) were received on Thursday, May 16, 2024 via UPS. The final report(s) is enclosed for the following sample(s): 35-1, 35-2.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

Sandra Sobrino

Asbestos & Materials Laboratory Manager

SanAir Technologies Laboratory

Sandra Sobiino

Final Report Includes:

- Cover Letter

- Analysis Pages

- Disclaimers and Additional Information

Sample conditions:

- 2 samples in Good condition.



Name: BDN Industrial Hygiene Consultants

Address: 8105 Valleywood Lane

Portage, MI 49024

Phone: 517-513-9588

Project Number: P24-00572 **P.O. Number:** P24-00572

Project Name: Sparta DPW NESHAP

Collected Date: 5/14/2024

Received Date: 5/16/2024 10:15:00 AM

Analyst: Moore, Brandi

Asbestos PLM Qualitative

SanAir ID Number	24027302-001	24027302-002
Sample Number	35-1	35-2
Sample Identification	Debris FS-4 Coal Chute	Debris FS-4 Coal Chute
Sample Type	Asbestos Bulk	Asbestos Bulk
<u>Analyte</u>		
Asbestos	None Detected	None Detected
Asbestos Type	None Detected	None Detected

Analyst: Brand Moore

Approved Signatory:

Analysis Date: 5/21/2024

Disclaimer and Additional Information for Qualitative Polarized Light Method:

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10501 Trade Ct., Suite 100 N. Chesterfield, VA 23236 804.897.1177 / 888.895.1177 Fax 804.897.0070

Asbestos Chain of Custody Form 140, Rev 7, 10/20/2022

1	UA	1	7	7	6	1

SanAir ID Number

27021302 sanair.com **BDN Industrial Hygiene Consultants** Project #: P24-00572 Company: collected by: Nick Donaldson 8105 Valleywood Lane Project Name: Sparta DPW NESHAP 517-930-8162 Address: Portage, MI 49024 Date Collected: 5/14/2024 City, St., Zip: State of Collection: MI P.O. Number: P24-00572 4122 Account#: Email: ndonaldson@bdnihc.com Bulk Air ABB PLM EPA 600/R-93/116 ABA PCM NIOSH 7400 PLM EPA 600/R-93/116 (Qual.) ABSE ABA-2 OSHA w/ TWA* Positive Stop Vermiculite ABEPA PLM EPA 400 Point Count **ABTEM** TEM AHERA ABB PLM EPA 600/R-93/116 ABBIK PLM EPA 1000 Point Count ABATN TEM NIOSH 7402 ABEPA3 PLM EPA 400 Point Count ABBEN PLM EPA NOB** ABT2 TEM Level II **ABCM** Cincinnati Method ABBCH TEM Chatfield** Other: Dust ABBTM TEM EPA NOB** ABWA TEM Wipe ASTM D-6480 New York ELAP ABQ PLM Qualitative ABEPA2 NY ELAP 198.1 ABDMV TEM Microvac ASTM D-5755 ** Available on 24-hr. to 5-day TAT **ABENY** NY ELAP 198.6 PLM NOB ABBNY NY ELAP 198.4 TEM NOB Water Matrix Other ABHE EPA 100.2 Positive Stop Turn Around 3 HR (4 HR TEM) 6 HR (8HR TEM) 🗆 12 HR 🗆 1 Day 🛚 Times □ 2 Days 3 Days ☐ 4 Days ☐ 5 Days

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start – Stop Time*
	See attached sample log				Time

Relinguished by	Date	Time	Received by	Date	Time
			EDR	5/16/24	10:15 am

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT or a minimum charge of \$150. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Ground and Next Day Air shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.

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Asbestos Bulk Sample Log Fleis and VandenBrink 276 W. Division St., Sparta, MI 49345

Sample Number	Date	HA#	HA Description	Sample Location	Notes
1-1	5/14/2024	1	Concrete - Floor	FS-4	On Stairs
1-2	5/14/2024	1	Concrete - Floor	FS-1	by comer to FS-2
2-1	5/14/2024	2	Concrete Block w/ Mortar - Wall	FS-1	Corner of FS-2
2-2	5/14/2024	2	Concrete Block w/ Mortar - Wall	FS-4	Top of stairs
7-1	5/14/2024	7	Pipe Insulation - Mag	FS-1	-
7-2	5/14/2024	7	Pipe Insulation - Mag	FS-4	
7-3	5/14/2024	7	Pipe Insulation - Mag	FS-4	
8-1	5/14/2024	8	Mudded Fitting on Mag	FS-1	By window
8-2	5/14/2024	8	Mudded Fitting on Mag	FS-4	
8-3	5/14/2024	8	Mudded Fitting on Mag	FS-1	
9-1	5/14/2024	9	Terrazzo - Floor - Tan and Gray	FS-3	
9-2	5/14/2024	9	Terrazzo - Floor - Tan and Gray	FS-2	
10-1	5/14/2024	10	Ceiling Tile - 2x4 - Pinhole and Worm	FS-2	Center
10-2	5/14/2024	10	Ceiling Tile - 2x4 - Pinhole and Worm	FS-3	
12-1	5/14/2024	12	Concrete - Wall	FS-2	By urinal
12-2	5/14/2024	12	Concrete - Wall	FS-2	North wall
13-1	5/14/2024	13	Concrete - Deck	FS-2	Center
13-2	5/14/2024	13	Concrete - Deck	FS-4	at bottom of stairs
14-1	5/14/2024	14	Glazing - Interior - Window	FS-1	North/East
14-2	5/14/2024	14	Glazing - Interior - Window	FS-2	Behind foam panel covering window
16-1	5/14/2024	16	Plaster - Wall - Smooth	FS-3	
16-2	5/14/2024	16	Plaster - Wall - Smooth	FS-3	
16-3	5/14/2024	16	Plaster - Wall - Smooth	FS-3	
18-1	5/14/2024	18	Insulation - Boiler Wrap	FS-4	
18-2	5/14/2024	18	Insulation - Boiler Wrap	FS-4	
18-3	5/14/2024	18	Insulation - Boiler Wrap	FS-4	
19-1	5/14/2024	19	Insulation - Boiler Doors	FS-4	Large door
19-2	5/14/2024	19	Insulation - Boiler Doors	FS-4	Large door
19-3	5/14/2024	19	Insulation - Boiler Doors	FS-4	Small door
20-1	5/14/2024	20	Pipe Insulation - Fiberglass - Fabric Wrapped	FS-4	
20-2	5/14/2024	20	Pipe Insulation - Fiberglass - Fabric Wrapped	FS-4	
20-3	5/14/2024	20	Pipe Insulation - Fiberglass - Fabric Wrapped	FS-4	
21-1	5/14/2024	21	Brick w/ Mortar - Boiler	FS-4	Boiler
22-1	5/14/2024 5/14/2024	21	Brick w/ Mortar - Boiler	FS-4	Boiler
22-2	5/14/2024	22	Brick w/ Mortar - Exterior	Exterior	East side
23-1	5/14/2024	23	Brick w/ Mortar - Exterior	Exterior	West side
23-2	5/14/2024	23	Caulk - Exterior - Windowsill - Gray	Exterior	North east side
24-1	5/14/2024	24	Caulk - Exterior - Windowsill - Gray	Exterior	North side
24-2	5/14/2024	24	Fire Brick - Boiler	FS-4	
			Fire Brick - Boiler	FS-4	
	5/14/2024	25	Brick w/ Mortar - Exterior - Window Patch	Exterior	East side
	5/14/2024	25	Brick w/ Mortar - Exterior - Window Patch		
	5/14/2024	26	Caulk - Exterior - Windowframe - Gray	Exterior	West side
	5/14/2024	26	Caulk - Exterior - Windowframe - Gray	Exterior	West side
	5/14/2024	26	Caulk - Exterior - Windowframe - Gray	Exterior	East side
	5/14/2024 5/14/2024	27	Caulk - Exterior - Windowsill - Gray - Soft	Exterior	North side
		27	Caulk - Exterior - Windowsill - Gray - Soft	Exterior	East side
	5/14/2024	28	Glazing - Exterior - Window	Exterior	East side
	5/14/2024	28	Glazing - Exterior - Window	Exterior	East side
	5/14/2024	29	Glazing - Interior - Addition - White	FS-5	
	5/14/2024	29	Glazing - Interior - Addition - White	FS-5	
	5/14/2024	30	Caulk - Exterior - White	Exterior	East side
	5/14/2024	30	Caulk - Exterior - White	Exterior	East side
	5/14/2024	31	Concrete Block w/ Mortar - Addition	FS-5	
	5/14/2024	31	Concrete Block w/ Mortar - Addition	FS-5	
	5/14/2024	33	Adhesive - Associated w/ Plastic Wall Panel	FS-2	
	5/14/2024	33	Adhesive - Associated w/ Plastic Wall Panel	FS-2	
	5/14/2024	35	Debris - Black and Yellow	FS-4	Coal chute
35-2	5/14/2024	35	Debris - Black and Yellow	FS-4	Coal chute

Appendix G

Analytical Results – Heavy Metals



Admendment to Certificate of Analysis L25391 - Metals in Paint

Method: EPA SW846-7190M, EPA SW846-7130M, EPA SW846-7420M



Project: Sparta DPW NESHAP Project #: P24-00572

Report to:ARL Report #: 24-L25391RMr. Nick DonaldsonDate Sampled: 05/14/24BDN Industrial Hygiene Consultants, Inc.Date Received: 05/16/241000 Republic Drive, Suite 549Date Analyzed: 05/20/24Allen Park, MI 49505Date Reported: 05/20/24

Laboratory ID:	Client ID:	Reporting Limit:	Chron	nium:	Cadmi	ium:	Lead	<u>: </u>
L25391R-01*	PC-01	0.01%	Cr - <	0.01%	Cd - <	0.01%	Pb -	0.47%
	Dark Gray Paint o	on Concrete Wall / FS-4						
L25391R-02*	PC-02	0.01%	Cr -	0.01%	Cd - <	0.01%	Pb -	1.94%
	Maroon and Gray	Paint on Boiler / FS-4						
L25391R-03*	PC-03	0.01%	Cr - <	0.01%	Cd - <	0.01%	Pb -	0.20%
	Maroon Paint on C	Concrete Wall / FS-1 at FS-4						
L25391R-04*	PC-04	0.01%	Cr - <	0.01%	Cd - <	0.01%	Pb -	0.02%
	Blue Paint on Con	crete Block / FS-1 at FS-2						
L25391R-05*	PC-05	0.01%	Cr - <	0.01%	Cd - <	0.01%	Pb -	0.03%
	White Paint on Co	oncrete Block / FS-1 at FS-3						
L25391R-06*	PC-06	0.01%	Cr -	3.21%	Cd - <	0.01%	Pb -	12.50%
	Green Paint on Ex	tterior Garage Door Frame / North Door						
L25391R-07*	PC-07	0.01%	Cr - <	0.01%	Cd - <	0.01%	Pb -	0.19%
	Gray and Green P	aint on Concrete Wall / FS-2						

Reporting Limit of 0.01% is based on minimum sample weight of 100mg per our SOP, and may vary based on smaller sample size. APEX Research is not responsible for sample collection activities, and results apply to samples as received. Methods have been slightly modified. Samples received in acceptable condition unless otherwise noted. This certificate of analysis relates only to the samples tested and to ensure the integrity of the results, may only be reproduced in full. Liability limited to cost of analysis. APEX Research, Inc. (Laboratory ID# 227441) is accredited by the AIHA Laboratory Accreditation Programs, LLC (AIHA LAP,LLC) in the Environmental Lead Laboratory Accreditation Program for Lead in Paint as documented by the Scope of Accreditation Certificate and associated Scope. Accreditation extends to lead analyses only. *= Client requested Cadmium & Chromium results.

Robert T. Letarte Jr., Laboratory Director

APPENDIX B







ACTION MEMO Staff Communication

DATE: February 17, 2025

TO: Village President Whalen and Members of Council

FROM: James A. Lower, Village Manager

RE: Village Complex Construction Bid Award

SUMMARY OF REQUEST:

On January 30, 2025 bids for construction of the village complex were due to be submitted digitally to the Village Manager and Andrus Architecture. A total of 10 bids were received several of which were well qualified and aggressive. We appreciate the interest from various great West Michigan firms. Visser Brothers was the lower bidder for the new building construction at \$3,169,487. They were also the low bidder on the bid alternates that included work to the police building and a salt storage building. These items totaled \$251,025. In the post bid meeting, we found \$25,800 worth of items we will deduct as well as \$19,255 worth of items that needed to be added. This brings the contract total to \$3,413,967 for all the work including the alternates, add-ons, and deducts.

Our plan is to start construction on April 1st, 2025. Visser Brother will then have 300 days to complete the project from this start date. The DPW garage portion will be finished first to allow for vehicle storage before cold weather hits. The entire project will be complete by the middle of December 2025.

Staff is very comfortable moving forward with Visser Brothers follow our post bid meeting.

FINANCIAL IMPACT:

The village budgeted for this work and is in the process of closing on a bond to cover \$2.5M of the project. The other expenses will be covered by fund balance and partially offset through the sale of the current village hall.

BUDGET ACTION REQUIRED:

None, already included in the FY2025 budget.

STAFF RECOMMENDATION:

Staff recommends a motion accept the proposed contract with Visser Brothers and authorize the village manager to sign the contract after legal review is complete.

Village of Sparta Office and DPV	· Dic	ı Sur	<u>nm</u>	ary													<u>Lo</u>	<u>w</u>		
	TB Imp	act	FCC		Quest		Prog	ressive	JKB		Nug	gent	Carbon Si	ix	KMF		Visse	er	WBG	i
0. Demolition				4,750			\$	-	\$	_	\$	-	\$	<u></u>	\$	342,095	\$	-	\$	-
1. General Conditions		00,000		226,015		80,000		295,820	Ÿ			195,865	\$	241,700	\$	334,200	\$	125,765	\$	350,156
2. Sitework		00,432		588,506		20,143		433,021			\$	612,340	\$	687,000	\$	1,048,120	\$	628,941	\$	577,300
3. Concrete		59,190		296,650		39,275		341,600			Ś	300,520	\$	352,000	\$	445,910	\$	331,886	\$	290,400
4. Masonry	7	70,300		261,825		63,400		248,484			Ś	,	\$	229,000	\$	261,544	\$	180,500	\$	248,484
5. Metals				259,526		12,736		215,086			Ś	259,380	\$	225,000	\$	262,497	\$	621,812	\$	290,555
6. Wood and Plastics		71,562		96,725		20,750	\$	33,436			•	,	\$	177,000	\$	47,261	\$	116,913	\$	35,815
7. Thermal and Moisture Control	incl pe			142,107		81,481		117,526			\$	130,003		106,000	\$	170,101	\$	123,640	\$	137,767
8. Doors and Windows				114,594		25,454		102,717			•		\$	103,000	\$	187,452	\$	94,998	\$	101,712
9. Finishes		08,520		289,964		50,755		260,360			\$	253,285	\$	261,700	\$	349,768	\$	251,495	\$	300,603
10. Specialties	7	54,862	\$	27,118		26,970	\$	25,262			\$	25,163	\$	24,500	\$	118,970	\$	28,853	\$	30,423
11. Equipment		30,564	\$	27,110	\$ 2	10,570	\$	23,202			\$	23,103	\$	24,300	\$	8,631	\$	20,033	\$	30,423
12. Furnishings	\$ 5	50,564	\$	-	\$ \$	-	\$	75,170			\$	-	\$ \$	-	۶ \$	92,350	\$	-	۶ \$	71,445
•	•	-		435,064				,			\$	383,058	\$	204.000	۶ \$		\$	-	۶ \$,
13. Special Construction	\$ 92 \$	28,412	\$ \$	435,064	\$ 25 \$	93,505	\$: \$	373,583			\$ \$	383,058	\$ \$	364,000	\$ \$	831,554	\$	-	\$ \$	425,453
14. Conveying	τ	-	-	27.245	-	-					•		т	26.400	т.	- 20 245	-	-		-
15a. Fire Suppression		26,315	\$	27,315		29,815	\$	22,000			\$,	\$	26,400	\$	29,315	\$	26,200	\$	23,500
15b. Plumbing		28,950		138,500		31,868		132,684			\$	149,500	\$	132,700	\$	315,780	\$	131,868	\$	131,868
15c. HVAC		88,550		221,000		14,986		214,986			\$,	\$	215,000	\$	226,440	\$	214,986	\$	187,737
16. Electrical		63,455		178,227		88,156		169,727			\$	169,727			\$	291,570	\$	169,727	\$	183,350
17. Building Permit	\$	-	\$	10,500	\$		\$	21,676			\$	24,500	\$	14,500	\$	26,315	\$		\$	12,000
18. Firepit allowance (\$10,000)		10,000	\$	10,000		10,000	\$		\$	10,000	\$,	\$	10,000	\$	10,000	\$	10,000	\$	10,000
19. GC/CM Fee (OHD & Profit)		63,402		141,031		93,858		125,774				113,045		150,000	\$	424,200	\$	121,903	\$	170,432
Other	\$	-	\$		\$		_	233,034	\$	-	\$		\$		\$	-	\$	-	\$	
20. Total	\$ 4,89	90,102	\$ 3,	,469,417	\$ 3,39				\$	10,000	\$3	,292,073	\$	3,499,400	\$	5,824,073	\$	3,179,487	\$	3,579,000
Total as submitted by GC	\$ 3,99	97,423	\$ 3,	,469,417	\$ 3,39	99,826	\$ 3,4	441,946	\$ 3	,232,180	\$ 3	3,292,073	\$	3,499,400	\$	5,956,953	\$	3,169,487	\$	3,579,000
Total adjust less demolition/ firepit/permit	\$ 4,74	47,602	\$ 3,	,444,167	\$ 3,3	73,152	\$ 3,	420,270	\$ 3	,222,180	\$3	,257,573	\$	3,474,900	\$	5,445,663	\$	3,169,487	\$	3,557,000
Bid Alternate #1- Police Station	\$ 24	40,977	\$	207,665			\$:	250,121	\$	141,898	\$	143,857	\$128,00	0 roof only			\$	148,760	\$	150,700
Bid Alternate #2- Salt Storage		74,932	\$	84,112			\$	90,250		100,691		117,265	\$	82,000			Ś		\$	99,100
Bid Alternate #2- Slab		,	\$	9,122			\$	_	\$	-		,	late	,				. ,		,
	•	-,		-,					•											
Addendums (5-7 and Site #3)	Yes		5-7		Yes						Yes		Yes				7		Yes	
RFI's (1-71)	Yes						Yes		Yes						Yes		Yes			
- (1-70	0	Yes		Yes Yes		Yes ves		Yes		Yes			others?	Yes Yes		Yes	
			1-/(0	Yes				Yes yes							others?	Yes Yes			
Schedule (days)		180		340		304	Yes	238	yes							others?				230
Schedule (days) Allowances		180					Yes	238	yes											230
	\$ 3	180 39,300					Yes	238	yes											230
Allowances	\$ 3 \$						Yes		yes									300	Yes	230 below
Allowances Drains		39,300		340			Yes		yes	180	Yes	365					Yes	300 1,070	Yes	
Allowances Drains Rebar- 1 ton	\$	39,300	\$	340 1,250			Yes		yes \$	180	Yes \$	365 1,300					Yes \$	300 1,070	Yes incl	below
Allowances Drains Rebar- 1 ton Steel- 3 ton	\$	39,300 1,195	\$	340 1,250			Yes		yes \$	180	Yes \$	365 1,300					Yes \$	300 1,070	Yes incl	below
Allowances Drains Rebar- 1 ton Steel- 3 ton Doorlites	\$ \$	39,300 1,195 3,115	\$	340 1,250			Yes		yes \$	180	Yes \$	365 1,300					Yes \$	300 1,070	Yes incl	below
Allowances Drains Rebar- 1 ton Steel- 3 ton Doorlites Gas service	\$ \$	39,300 1,195 3,115 5,000	\$	340 1,250			Yes		yes \$	180	Yes \$	365 1,300					Yes \$	300 1,070	Yes incl	below
Allowances Drains Rebar- 1 ton Steel- 3 ton Doorlites Gas service Electric service	\$ \$	39,300 1,195 3,115 5,000	\$ \$	340 1,250 7,500			Yes		yes \$	180	Yes \$	365 1,300					Yes \$	300 1,070	Yes incl	below
Allowances Drains Rebar- 1 ton Steel- 3 ton Doorlites Gas service Electric service Gas & Elect service combined	\$ \$	39,300 1,195 3,115 5,000	\$ \$	340 1,250 7,500			Yes		yes \$	180	Yes \$	365 1,300					Yes \$	300 1,070	Yes incl	below
Allowances Drains Rebar- 1 ton Steel- 3 ton Doorlites Gas service Electric service Gas & Elect service combined Phone and data	\$ \$	39,300 1,195 3,115 5,000	\$ \$	340 1,250 7,500		304	Yes		yes \$	180	Yes \$	365 1,300					Yes \$	300 1,070	Yes incl	below
Allowances Drains Rebar- 1 ton Steel- 3 ton Doorlites Gas service Electric service Gas & Elect service combined Phone and data Fire Caulk	\$ \$	39,300 1,195 3,115 5,000	\$ \$	340 1,250 7,500	\$	304	Yes		yes \$	180	Yes \$	365 1,300					Yes \$	300 1,070	Yes incl	below
Allowances Drains Rebar- 1 ton Steel- 3 ton Doorlites Gas service Electric service Gas & Elect service combined Phone and data Fire Caulk Exterior Sheathing	\$ \$	39,300 1,195 3,115 5,000	\$ \$	340 1,250 7,500	\$ \$	304 2,000 5,000	Yes \$		yes \$	180	Yes \$	365 1,300					Yes \$	300 1,070	Yes incl	below
Allowances Drains Rebar- 1 ton Steel- 3 ton Doorlites Gas service Electric service Gas & Elect service combined Phone and data Fire Caulk Exterior Sheathing Fire monitoring	\$ \$	39,300 1,195 3,115 5,000	\$ \$	340 1,250 7,500	\$ \$	304 2,000 5,000	Yes \$	1,195	yes \$	180	Yes \$	365 1,300					Yes \$	300 1,070	Yes incl \$	below 15,000
Allowances Drains Rebar- 1 ton Steel- 3 ton Doorlites Gas service Electric service Gas & Elect service combined Phone and data Fire Caulk Exterior Sheathing Fire monitoring Final Cleaning	\$ \$	39,300 1,195 3,115 5,000	\$ \$	340 1,250 7,500	\$ \$	304 2,000 5,000	Yes \$	1,195	yes \$ \$	1,200 10,000	Yes \$	365 1,300					Yes \$	300 1,070	Yes incl \$	below 15,000
Allowances Drains Rebar-1 ton Steel-3 ton Doorlites Gas service Electric service Gas & Elect service combined Phone and data Fire Caulk Exterior Sheathing Fire monitoring Gravel base repair Utilities	\$ \$	39,300 1,195 3,115 5,000	\$ \$	340 1,250 7,500	\$ \$	304 2,000 5,000	Yes \$	1,195	yes \$ \$	1,200 10,000	Yes \$	365 1,300	Yes	240		365	Yes \$	300 1,070	Yes incl \$	below 15,000
Allowances Drains Rebar-1 ton Steel-3 ton Doorlites Gas service Electric service Gas & Elect service combined Phone and data Fire Caulk Exterior Sheathing Fine monitoring Final Cleaning Gravel base repair	\$ \$	39,300 1,195 3,115 5,000	\$ \$	340 1,250 7,500	\$ \$	304 2,000 5,000	Yes \$	1,195	yes \$ \$	1,200 10,000	Yes \$	365 1,300	Yes	240	1-6 &		Yes \$	300 1,070	Yes incl \$	below 15,000



Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Eleventh day of February in the year Two Thousand Twenty-Five (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Village of Sparta 156 East Division Sparta, MI 49345

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

Visser Brothers, Inc. 1946 Turner Ave., NW Grand Rapids, MI 49504

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

Sparta Village Offices and DPW 260 West Division Street Sparta, Michigan 49345

The Architect: (Name, legal status, address and other information)

Andrus Architecture 11629 Northland Dr., Suite 200 Rockford, MI 49341

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An Additions and Deletions Report that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

]	The date of this Agreement.

- [X] A date set forth in a notice to proceed issued by the Owner.
- [] Established as follows:
 (Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

I	X	Not later than Three Hundred	(300) calendar days from the date of commence	ment of the Work	•
1	41	110t later than Three Hundred	1 300	, culculant days from the date of commence	mont of the thous	•

[] B	y the fo	ollowing	date:
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§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Million Four Hundred and Thirteen Thousand Nine Hundred and Sixty-Seven Dollars and Zero Cents (\$ 3,413,967.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #1 - Work to Existing	\$148,760.00
Police Station ADD:	
Alternate #2 - New Salt Storage	\$102,265.00
Building ADD:	
Eliminate Salt Storage Building	(\$15,800.00)
Foundations Deduct:	
Eliminate Epoxy Flooring in Police	(\$10,000.00)
Station Garage Deduct:	
Add Roof Drainage at DPW	\$11,760.00
Building ADD:	
Add Soil Borings ADD:	\$7,495.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

None.

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
1 ton of Steel Reinforcing:	\$1,070.00
3 tons of Structural Steel:	\$7,118.00
Landscaping in front of Poice	\$3,000.00
Ctations	

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

None.

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

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User Notes:

None.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Thirtieth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201TM_2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

1 The aggregate of any amounts previously paid by the Owner;

- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage

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User Notes:

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows: (Insert any other conditions for release of retainage upon Substantial Completion.)

Reduction of retainage to \$50,000.00

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
 - .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

10.00 %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

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User Notes:

1]	Arbitration pursuant to Section 15.4 of AIA Document A201–2017
[]	Litigation in a court of competent jurisdiction
1	1	Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Fee shall be equal to all Costs of the work incurred (whether due on date of the termination or becoming due after the date of termination), plus Contractor's Overhead and Profit for the complete Project.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Jim Lower, Village Manager Sparta Village Offices and DPW 260 West Division Street Sparta, MI 49345 Villagemanager@spartami.org

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Jahn deBlecourt, Vice President & Project Manager Visser Brothers, Inc. 1946 Turner Ave., NW Grand Rapids, MI 49504 616-363-3825 jahnd@visserbrothers.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101[™]–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™_2017 Exhibit A, and elsewhere in the Contract Documents.

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User Notes:

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below: (If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

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ARTICLE	9	ENUMERATION	OF	CONTRACT	DOCUMENTS
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§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101TM-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201TM_2017, General Conditions of the Contract for Construction

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User Notes:

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201TM—2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Visser Brothers Clarifications to our Quotation: dated January 30, 2025 (2 pages)
Visser Brothers Bid Alternative: dated January 30, 2025 (2 pages)
Andrus Architecture Bid Form, filled out by Visser Brothers including Schedule of Values, dated January 30, 2025 (4 pages)

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

OWNER (Signature)

BY: Jim Lower, Village Manager

(Printed name and title)

CONTRACTOR (Signature)

BY: William T. Mast, President

(Printed name and title)

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Andrus Architecture

11629 Northland Dr. Suite 200 Rockford, Michigan 49341 Tel: 616.863.8850

BID FORM

Project Name: Sparta Village Offices and DPW Project Location: 260 West Division Street
Sparta, MI 49345

Submitted by Visser Brothers, Inc

Date 1-30-2025

To:

Robert@andrusarchitecture.com and

Villagemanager@spartami.gov

Having examined and studied the Construction Drawings dated 11/19/24, the Instructions to Bidders, General Conditions and the other Contract Documents as well as having inspected the site and noted all conditions governing construction of the project:

We hereby propose to furnish all labor, materials/equipment, and perform all work described above and listed below, for the following sum(s), which will include all applicable taxes.

Base Bid: Three million one hundred sixty nine thousand four hundred eighty seven dollars

(\$3,169,487.00)

Acknowledge receipt of all Addenda & Request for Information (RFI's) below.

Addendums #3, #5, #6, #7 RFI's 1-71

PERSONNEL

List the following personnel to be assigned to this project:

G.C./ C.M. Project Manager: Jahn deBlecourt

G.C./ C.M. Superintendent: Adam Schuiling



SCHEDULE OF VALUES

The following items have been included in my base bid. As required by the Bid Package, breakdowns for the individual trades are as follows:

Divisio	n	Cost
0.	Demolition	\$ N/A
1.	General Conditions	\$ 125,765
2.	Sitework	\$ 628,941
3.	Concrete	\$ 331,886
4.	Masonry	\$ 180,500
5.	Metals	\$ 621,812
6.	Wood and Plastics	\$ 116,913
7.	Thermal and Moisture Protection	\$ 123,640
8.	Doors and Windows	\$ 94,998
9.	Finishes	\$ 251,495
10.	Specialties	\$ 28,853
11.	Equipment	\$ N/A
12.	Furnishings	\$ N/A
13.	Special Construction	\$ N/A
14.	Conveying	\$ N/A
15.	Mechanical	
	Note: HVAC and Plumbing must be listed separately	4
	a) Fire Protection	\$ 26,200
	b) Plumbing	\$ 131,868
	c) HVAC	\$ 214,986
16.	Electrical	\$ 169,727
17.	Building Permit	\$ N/A
18.	Firepit allowance	\$ N/A
19.	G.C./ C.M. Fee (Overhead & profit)	\$ 121,903
20.	Total	\$ 3,169,487

***NOTE: See "Clarifications to our Quotation" dated January 30, 2025.

See attached "BID ALTERNATIVES" dated January 30, 2025



SUBCONTRACTORS AND/ OR SUBSIDIARY COMPANIES

List all subcontractor and/or subsidiaries and associated descriptions of work.

SUB-CONTRACTOR	DESCRIPTION OF WORK
See attached	

ALLOWANCES

Included in the Base Bid are the following allowance(s):

DESCRIPTION	ALLOWANCE AMOUNT						
1 ton of steel reinforcing	\$1,070.00						
3 tons of structural steel	\$7,118.00						
Landscaping in front of Police Station	\$3,000.00						

PROPOSED SUBSTITUTIONS

All bids shall be based upon the proprietary brands specified. Bidders desiring to make substitutions for proprietary brands specified shall list such proposed substitutions below, together with the amount to be added or to be deducted from the amounts of their Base Bid.

BRAND OR MAKE	PROPOSED	ADD/ (DEDUCT)
SPECIFIED	SUBSTITUTION	



TIME OF COMPLETION

Bidders must indicate below the calendar days required for substantial completion of the work. Successful Bidder will be required to perform its work in accordance with the Owner's business practices.

300 Calendar days to complete after notice to proceed.

- 1) Contractor hereby acknowledges that all shift and overtime premium required to meet the completion dates is included in the Base Bid.
- 2) The undersigned hereby warrants that all subcontractors and suppliers of work and/or material to him have been advised that no substitution will be considered for proprietary brands specified other than those listed on the Substitution Sheet and authorized prior to the award of contract.
- 3) It is understood and agreed by the undersigned that bids shall not be altered or withdrawn within 60 days from and after the date set for receiving bids.
- 4) It is also understood and agreed by the undersigned that the right is reserved by the Owner to accept or reject any and all bids for any reason.

SIGNATURE	
Correct Legal Title: Visser Brothers, Inc.	
State In Which Incorporated: Michigan	
Authorized to do Business in the State and City/County where Proposed Work is to be performed? \overline{X} Yes \overline{X} No	

By Submitting this Proposal, we hereby acknowledge that the Instructions to Bidders, Form of Proposal, Plans and Specifications, all Addenda, and Insurance Certificate will be met.

OFFICER'S NAME: Jahn deBlecourt

Business Address: 1946 Turner Ave, NW

Grand Rapids, MI 49504

TITLE: Vice President

DATE: January 30, 2025

End of Bid Form





Sparta Village Offices & DWP

January 30, 2025

Clarifications to our Quotation:

- 1) We do not include the cost of the building permit fee.
- 2) We do not include Builder's Risk insurance. If required to provide, Add \$9,650.00
- 3) Building demolition contractor to coordinate utility disconnects.
- 4) No soil borings have been provided for this project. To provide (6) test borings and engineering report, Add \$7,495.00
- 5) Excavation/Site work clarifications:
 - a. Site does not balance export included
 - b. Sand sub base included per civil drawings where applicable
 - c. Building pad include 12" sand base only
 - d. No Backflow preventer included on 6" Fireline
 - e. No dewatering included
 - f. No Hydrants included
 - g. Live tap for 6" fireline included
 - h. No removal or replacement of unsuitable soils
 - i. 1,000 gallon oil interceptor included on sanitary line
 - j. No relocation of existing utilities
 - k. No removal or replacement of contaminated soils
 - 1. Full road closure to install 6" fire protection main; no partial closure.
 - m. No roof drains at DPW building. If required Add \$11,760.00
- 6) We include a colored metal roof panel for the DPW building. To change to a galvalume roof panel, **Deduct** \$(14,277.00)
- 7) No gas, electric, telephone or cable service charges, fees or meter costs.
- 8) No sanitary sewer, storm water or water service assessment fees, permit fees, connection charges or meter costs.
- 9) Chain-link posts in the DPW Garage will be plated; no core drilling for installation.
- 10) We include using Hilti pins for metal decking connections. No puddle welds.
- 11) We have figured obtaining temporary water from the Police Station. No cost included for water consumption.
- 12) Note that you will see exposed screws through the underside of the metal decking of the Covered Walkway and Front Canopy from installation of the plywood decking and standing seam metal roof.
- 13) Color of pre-engineered metal siding and roofing is to be selected from manufacturers standard colors.
- 14) No new irrigation or repairs/replacement of existing irrigation system.



- 15) Coping at the curved exterior wall on the west side of the Office building is quoted as **segmented**; not a smooth radius.
- 16) Aluminum coping for Office building furnished in manufacturers standard colors.
- 17) Petersen Aluminum Co. does not offer a warranty on their "Snap-On" metal standing seam roof. Therefore, no warranty will be provided on the Front Canopy curved roof.
- 18) No card reader system.
- 19) No building automation control system for heating/cooling.
- 20) All Fry reglet reveal material is figured as 3/8" x 3/8" milled aluminum due to the curved front wall in Meeting Room 105.
- 21) No caulking of interior saw cut floor joints, floor to wall or floor to columns in DPW building.
- 22) No snowguards at eaves of standing seam metal roofs.
- 23) No low voltage data cabling, fire alarm, security cabling or camera cabling.
- 24) Wiring from transformer to building by power company. CT cabinet furnished by power company.
- 25) No Knox Box.
- 26) Level 4 finish included on all drywall.
- 27) Unforeseen cost increases due to potential tariffs are not included in our quotation. Any cost increases due to tariffs will need to be added to our bid/contract.





Sparta Village Offices & DPW

January 30, 2025

BID ALTERNATIVES:

***Note: These alternates have been priced to coincide with the construction of the new Offices and DPW building; not outside of the construction time.

Bid Alternate #1 - Provide and install the following to the existing Police Station building:

- Remove windows in mechanical room west side of the building, brick up window opening to match existing. NOTE: Owner has 70 bricks but additional may be necessary.
- 2. Install two new Heil 100K BTU 96% efficient 2 stage furnaces with variable speed ECM Blower as well as Heil 4-Ton 16.5 Seer central air conditioning system. All to be side vented out the bricked-up windows.
- 3. Re-roof entire existing Police building with Peterson (PAC-CLAD) SNAP-CLAD standing seam metal roofing color TBD.
- 4. Garage floor coated with self-priming pure polyurea basecoat with chips color TBD.

ADD \$148,760.00

Clarifications to Alternate #1:

- 1) We include removal of **One Layer** of shingles. If there is found to be a second layer, additional cost will be required.
- 2) We exclude all gutters, downspouts, fascia and soffit.
- 3) Existing antenna to be removed and reinstalled by others.

Bid Alternate #2 - Provide and install the following for a new Salt Storage Building:

- 1. 30' x 42' Britespan Atlas Series building or equal.
- 2. All steel to be galvanized.
- 3. 16'-0" minimum clear height at center.
- 4. 12-ounce, 23 mil polyethylene non-fr fabric single piece cover design.
- 5. Single fabric end wall with steel framing with a 3' x 3' mesh vent in back end-opposite end wall to be open.
- 6. Building to be installed on 6' high concrete bunker block stem walls on reinforced concrete foundation walls and footings.
- 7. Building designed per all current building codes.



- 8. Signed and sealed building engineering drawings to be included.
- 9. Signed and sealed foundation/footing engineering drawings to be included.

ADD \$102,265.00

Clarifications to Alternate #2:

- 1) The Salt Storage building provider/installer is requiring a minimum concrete slab size of 39' x 47' x 6". We have this slab included in this alternate; not in our base bid.
- 2) Although the Salt Storage provider/install is not requiring concrete foundation walls and footing, we include an allowance of \$15,800.00 for foundation engineering and installation.





ACTION MEMO Staff Communication

DATE: February 17, 2025

TO: Village President Whalen and Members of Council

FROM: James A. Lower, Village Manager

RE: Waste Water Treatment Plant Design Build Contract Approval

SUMMARY OF REQUEST:

The utilities committee has met and discussed a design build concept for the waste water treatment plant upgrades. The way this works is the design engineering team essentially works as the general contractor and bids out all the phases of the project to subcontractors. They also oversee the work and ensure everything is build to our specifications. They do the engineering and specification for a set fee and then receive a pre-negotiated percentage of the project in exchange for working as the general contractor.

They also look for savings where possible and are allowed to keep a percentage of any savings that are realized as the work takes place.

Many municipalities are doing projects like this with a design build model instead of a general contractor model. The experience others have had is this model gives the municipality better control, a higher quality work product, better defined costs, and ultimately a less expensive project.

I have worked with our attorney on the proposed contract. The version before you incorporates changes as suggested by our legal team.

FINANCIAL IMPACT:

Design Phase: \$962,000.00 for all the design work, specs, and bidding.

Construction Phase: The design builders fee is 8.5% of trade contract costs, allowances, and any approved change order amounts. They will also receive reimbursement for any costs of work as defined in the contract. The 8.5% can be thought of as F&Vs profit line item.

Any savings will be split 80% to the village and 20% to the contractor.

The final guaranteed maximum price will be known after bidding and will come back to council for approval at that time.

BUDGET ACTION REQUIRED:

None. Cost for this project were assumed in the FY2025 budget, actual numbers will be incorporated as part of the year end adjustments.

STAFF RECOMMENDATION:

The utilities committee recommends moving forward with the design build model for managing this project and approving the proposed contract. Staff concurs with this recommendation.

Suggested motion: A motion to approve the proposed contract as presented and authorize the village manger to sign and execute.



January 20, 2025

Via Email: Villagemanager@spartami.org

Mr. James Lower, Village Manager Village of Sparta 156 E. Division Sparta, Michigan 49345

RE: Village of Sparta, Michigan

DBIA Agreement Between Owner and Design-Builder Wastewater Treatment Plant Improvements, CWSRF No. 5826-01

Dear Mr. Lower:

We appreciate the opportunity to continue assisting the Village with improvements to its Wastewater Treatment Plant (WWTP). We worked with the Village to develop the project scope as outlined in the CWSRF Project Plan that was submitted to EGLE in May 2024 and are prepared to move forward with the project.

The Village was successful in obtaining a funding package through EGLE's Clean Water State Revolving Fund (CWSRF) program. The final Intended Use Plan (IUP), issued by EGLE, includes \$18,960,000 in total funding of which 12% of the final project cost (approximately \$2,275,200) is slated as principal forgiveness. The remaining funding is low-interest subsidized loan.

Based on our previous conversations with the Village, we understand that Sparta would like to move forward with the project utilizing the Progressive Design Build (PDB) delivery method. The Village has executed a project milestone schedule with EGLE and is prepared to begin the design phase services. Enclosed is the DBIA Agreement Between Owner and Design-Builder for the proposed WWTP improvements for your review.

The Village will need to select an Owner's representative for this project. The selected representative will be filled into Article 9 once you let us know who the Village designates for this role.

Upon Agreement approval, design costs will be an SRF eligible expense. As shown in Exhibit C – Step 1, we propose to deliver the Design, Bid, and Value Engineering services for a lump sum fee of \$962,000 which will be approved upon Agreement execution. Exhibit C – Step 2 Guaranteed Maximum Price for Construction values are completed after contractor trade bids are received and are accepted by the Village Council.

Other items within the Agreement that will be updated after bids are received include:

- Article 5.2.1 Substantial Completion days.
- Article 6.6.1.2 Design-Builder Contingency Allowance and value released to the Owner for change order items after Substantial Completion.
- Article 11:
 - Exhibit D Conformed to Contract Documents
 - o Performance and Payment Bonds
 - Certificate of Insurance

We look forward to continuing our work with the Village on this important improvement project. Please call or email with any questions.

Sincerely,

F&V CONSTRUCTION

Joseph M. Benjamin, PE

Sr. Project Manager | Sr. Associate

Robert W. Wilcox, PE

Vice President | Principal

Robert W. Wilcap



STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER - COST PLUS FEE WITH AN OPTION FOR A GUARANTEED MAXIMUM PRICE

January 2025

Second Edition 2010 © Design-Build Institute of America Washington, DC

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Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price

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

This AGREEMEN year of 2025 by identified below:	IT is made as of the and between the	following	da	ay of for	services	in c	connection	with	the		the ject
OWNER:											
Village of Sparta 156 E. Division Sparta, MI 49345											
DESIGN-BUILDE	ER:										
F&V Construction 2960 Lucerne Drive Grand Rapids, MI 4											
PROJECT:											
Village of Sparta Wastewater Treatm CWSRF Project No.		ments									
In consideration of tagree as set forth he		nts and ol	oligations	con	tained he	erein	, Owner a	nd De	esign	-Buil	der

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents. Based on the Scope of Project, provided in Exhibit B, the Design-Builder shall prepare design development drawings and specifications in consultation with Owner and solicit Trade Contractors and/or Suppliers so that Design-Builder is able to prepare drawings for the project which are not less than 90% completed. Owner shall compensate Design-Builder for all costs associated with the preparation of these drawings and specifications. The Owner and Design-Builder shall thereafter mutually set a Guaranteed Maximum Price utilizing Trade Contractor and/or Supplier pricing after the drawings and specifications are 90% compete, after the receipt of Trade Contractor and/or Supplier pricing and after the value engineering process.

Article 2

Contract Documents

- **2.1** The Contract Documents are comprised of the following:
 - **2.1.1** All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract");
 - **2.1.2** The GMP Exhibit referenced in Section 6.6.1.1 herein or, if applicable, the GMP Proposal accepted by Owner in accordance with Section 6.6.2 herein;
 - **2.1.3** This Agreement, including all exhibits (List for example, performance standard requirements, performance incentive arrangements, markup exhibits, allowances, unit prices, or exhibit detailing offsite reimbursable personnel) but excluding, if applicable, the GMP Exhibit;
 - 2.1.4 The General Conditions of Contract; and
 - **2.1.5** Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

Article 3

Interpretation and Intent

- **3.1** Design-Builder and Owner, prior to execution of the Agreement (and again, if applicable, at the time of acceptance of the GMP Proposal by Owner in accordance with Section 6.6.2 hereof), shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement or, if applicable, prior to Owner's acceptance of the GMP Proposal.
- 3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry

standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, or if applicable, after Owner's acceptance of the GMP Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof.

- **3.3** Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.
- **3.4** If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.
- 3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

- **4.1 Work Product.** All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.
- 4.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full of all undisputed amounts for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.
- **4.3** Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of all undisputed amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:
 - **4.3.1** Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below, and
 - **4.3.2** Owner agrees to pay Design-Builder for all undisputed costs incurred to date as compensation for the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

- **4.4 Owner's Limited License upon Design-Builder's Default.** If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.
- **4.5 Owner's Indemnification for Use of Work Product.** Pursuant to Section 4.3.1 above, the Owner is required to indemnify any Indemnified Parties as set forth in Section 4.2 above based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

Contract Time

- **5.1 Date of Commencement.** The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.
- 5.2 Substantial Completion and Final Completion.
 - **5.2.1** Substantial Completion of the entire Work shall be achieved no later than ______ (______) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

The parties agree that the definition for Substantial Completion set forth in Section 1.2.18 of the General Conditions of Contract is hereby modified to read as follows:

"Substantial Completion is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes."

- **5.2.2** Not Used
- **5.2.3** Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.
- **5.2.4** All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.
- **5.3** Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.
- 5.4 Not used.
- **5.5** Not used.
- 5.6 Not used

Contract Price

6.1 Contract Price.

- **6.1.1** Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to Design-Builder's Fee (as defined in Section 6.2 hereof) plus the Cost of the Work (as defined in Section 6.3 hereof), and any adjustments made in accordance with the General Conditions of Contract.
- **6.1.2** For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis:

Design-Builder shall invoice work progress monthly based on percent completed of the various tasks. See Exhibit C for design fees, value engineering, and development of a Guaranteed Maximum Price. The Owner shall not withhold retainage on design, value engineering and preconstruction services.

6.1.3 Force Majeure

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, epidemics, pandemics, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God, including, but not limited to, any event that is declared to be a State of Emergency by a regulatory entity; abnormal weather conditions, acts or neglect by utility owners or other contractors performing work on the project provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. Design-Builder reserves the right to submit to Owner, as well as, shall be entitled to, additional compensation for increased labor and/or material costs due to an event that is considered a force majeure event.

6.2 Design-Builder's Fee.

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- **6.2.1** Design-Builder's Fee shall be:
 - eight and one half percent (8.5%) of Trade Contractor costs, Allowances, and General Conditions as shown in Exhibit C, as adjusted in accordance with Section 6.2.2 below.
- **6.2.2** Design-Builder's Fee will be adjusted as follows for any changes in the Work:
 - **6.2.2.1** For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of <u>eight and one half</u> percent (<u>8.5%</u>) of the additional Costs of the Work incurred for that Change Order.

- **6.2.2.2** For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall be in accordance with Section 6.6.3. Savings.
- **6.3 Cost of the Work.** The term Cost of the Work shall mean costs reasonably and actually incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:
 - **6.3.1** Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site; provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.
 - **6.3.2** Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.
 - **6.3.3** Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are engaged in the performance of the Work.
 - **6.3.4** Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.3.1 through 6.3.3 hereof.
 - **6.3.5** The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.
 - **6.3.6** Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.
 - **6.3.7** Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.
 - **6.3.8** Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.
 - **6.3.9** Costs (less salvage value) of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.
 - **6.3.10** Costs of removal of debris and waste from the Site.

- **6.3.11** The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of internet service, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.
- **6.3.12** Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.
- **6.3.13** Premiums for insurance and bonds required by this Agreement or the performance of the Work.
- **6.3.14** All fuel and utility costs incurred in the performance of the Work.
- **6.3.15** Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.
- **6.3.16** Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.
- **6.3.17** Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.
- **6.3.18** The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.
- **6.3.19** Deposits which are lost, except to the extent caused by Design-Builder's negligence.
- **6.3.20** Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.
- **6.3.21** Accounting and data processing costs related to the Work.
- **6.3.22** Other costs reasonably and properly incurred in the performance of the Work to the extent pre-approved in writing by Owner.

6.4 Allowance Items and Allowance Values.

- **6.4.1** Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the GMP Exhibit or GMP Proposal and are included within the GMP.
- **6.4.2** Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.
- **6.4.3** Not Used
- **6.4.4** The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general

conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

6.4.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.4.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

6.5 Non-Reimbursable Costs.

- **6.5.1** The following shall not be deemed as costs of the Work:
 - **6.5.1.1** Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 hereof.
 - **6.5.1.2** Overhead and general expenses, except as provided for in Section 6.3 hereof, or which may be recoverable for changes to the Work or Force Majeure events.
 - **6.5.1.3** The cost of Design-Builder's capital used in the performance of the Work.
 - 6.5.1.4 Not Used
- 6.6 The Guaranteed Maximum Price ("GMP").
 - 6.6.1 GMP Established Upon Execution of this Agreement.
 - **6.6.1.1** Not Used.

6.6.1.2	The GMP	includes a Des	ign-Builder	Contingency	Allowance i	n the amou	int of
		Dollars	(\$) which	is available	for Design	-Builder's
exclusiv	e use for	unanticipated c	osts it has	incurred that	are not the	basis for a	a Change
Order u	inder the	Contract Docun	nents. Cha	nge Order el	igible costs	are to be	allocated
from the	e Owner a	located project	Contingend	cv.	_		

By way of example, and not as a limitation, such costs that are not the basis for a Change Order may include:

(a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults; or (f) insurance deductibles, such as builder's risk, and others; or (g) those Delays to the Work events that result in an extension of the Contract Time but do not result in an increase in the Contract Price such as delays in the performance of the Work due to Force Majeure, acts, omissions, conditions, events, or circumstances beyond Design-Builder's control, (h) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price.

The Design-Builder Contingency Allowance is not available to Owner for any reason, including, but not limited to changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain

performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

Upon reaching Substantial Completion, any excess greater than \$_____ of Design-Builders Contingency Allowance may be released to the Owner for change order items. Prior to the release of any available excess Contingency, the Shared Savings will be calculated in accordance with the provisions of Article 6.6.3.1 and shall be reserved. The Final Savings amount shall be determined and paid at the time of Final Warranty Completion.

6.6.2 GMP Established after Execution of this Agreement.

- **6.6.2.1 GMP Proposal.** Design-Builder shall submit a GMP Proposal to Owner which shall include the following, unless the parties mutually agree otherwise:
 - **6.6.2.1.1** A proposed GMP, which shall be the sum of:
 - i. Design-Builder's Fee as defined in Section 6.2.1 hereof;
 - **ii.** The estimated Cost of the Work as defined in Section 6.3 hereof, inclusive of any Design-Builder's Contingency as defined in Section 6.6.1.2 hereof; and
 - iii. If applicable, any prices established under Section 6.1.2 hereof.
 - **6.6.2.1.2** The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria, which are set forth in detail and are attached to the GMP Proposal;
 - **6.6.2.1.3** A list of the assumptions and clarifications made by Design-Builder in the preparation of the GMP Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;
 - **6.6.2.1.4** The Scheduled Substantial Completion Date upon which the proposed GMP is based, to the extent said date has not already been established under Section 5.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based;
 - **6.6.2.1.5** If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;
 - **6.6.2.1.6** If applicable, a schedule of alternate prices;
 - **6.6.2.1.7** If applicable, a schedule of unit prices;
 - **6.6.2.1.8** If applicable, a statement of Additional Services which may be performed but which are not included in the GMP and which, if performed, shall be the basis for an increase in the GMP and/or Contract Time(s); and
 - **6.6.2.1.9** The time limit for acceptance of the GMP Proposal.
- **6.6.2.2** Review and Adjustment to GMP Proposal. After submission of the GMP Proposal, Design-Builder and Owner shall meet to discuss and review the GMP Proposal. If Owner has any comments regarding the GMP Proposal, or finds any

inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the GMP Proposal.

- **6.6.2.3** Acceptance of GMP Proposal. If Owner accepts the GMP Proposal, as may be amended by Design-Builder, the GMP and its basis shall be set forth in an amendment to this Agreement.
- **6.6.2.4** Failure to Accept the GMP Proposal. If Owner rejects the GMP Proposal, or fails to notify Design-Builder in writing on or before the date specified in the GMP Proposal that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:
 - **6.6.2.4.1** Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 6.6.2.3 above;
 - **6.6.2.4.2** Owner may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 6.1 hereof without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or
 - **6.6.2.4.3** Owner may terminate this Agreement for convenience in accordance with Article 8 hereof.
 - **6.6.2.4.4** Owner may request Design-Builder to seek other Contractors to bid the project. Design-Builder shall provide budgets to the Owner to complete the design, obtain the bids and monitor the construction.

If Owner fails to exercise any of the above options, Design-Builder shall have the right to (i) continue with the Work as if Owner had elected to proceed in accordance with Item 6.6.2.4.2 above, and be paid by Owner accordingly, unless and until Owner notifies it in writing to stop the Work, or (ii) suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract.

6.6.3 Savings.

- **6.6.3.1** If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.2 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows: 80% to the Owner and 20% as a lump sum adjustment to Design-Builder's General Conditions for efforts related to realizing the cost savings.
- **6.6.3.2** Savings shall be calculated and paid as part of Final Payment under Section 7.3 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly.

6.7 Performance Incentives

6.7.1 Not Used

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner by the end of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

Design-Builder will prepare the Clean Water State Revolving Fund (CWSRF) Disbursement Request for Owner's submittal to the Michigan Department of Environment, Great Lakes and Energy, which Owner shall submit within two (2) working days of receipt.

- **7.1.2** Owner shall make payment within twenty-one (21) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.
- **7.1.3** If Design-Builder's Fee under Section 6.2.1 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.2 Retainage on Progress Payments.

- **7.2.1** Owner will retain ten percent (10%) of each Application for Payment provided for Step 2 work, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project. Owner will not retain any amounts for work completed in Step 1 (design, value engineering, pre-construction services).
- **7.2.2** Within thirty (30) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.
- **7.3 Final Payment.** Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within ten (10) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.
- **7.4 Interest.** Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of 0.583% per month until paid.
- **7.5 Record Keeping and Finance Controls.** Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to individual trade contract Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for

proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8

Termination for Convenience

- **8.1** Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:
 - **8.1.1** All Work executed and for unavoidable and direct costs or expenses in connection with the Work:
 - **8.1.2** The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and
 - **8.1.3** Overhead and profit in the amount of <u>eight and one half</u> percent (<u>8.5%</u>) on the sum of items 8.1.1 and 8.1.2 above.
- **8.2** In addition to the amounts set forth in Section 8.1 above, Design-Builder shall be entitled to receive one of the following as applicable:
 - **8.2.1** If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid one percent (1.0%) of the remaining balance of the Contract Price, provided, however, that if a GMP has not been established, the above percentage shall be applied to the remaining balance of the most recent estimated Contract Price.
 - **8.2.2** If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid one-half percent (0.5%) of the remaining balance of the Contract Price, provided, however, that if a GMP has not been established, the above percentage shall be applied to the remaining balance of the most recent estimated Contract Price.
- **8.3** If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

James Lower, Village Manager 156 E. Division Sparta, MI 49345 (616) 887-8251

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

William Hunter, Director of Public Works 276 W. Division Sparta, MI 49345 (616) 887-9303

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

John DeVol, PE, President, or his designate 2060 Lucerne Drive SE Grand Rapids, Michigan 49546 (616) 977-1000

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Robert W. Wilcox, PE, Vice President, or his designate 2060 Lucerne Drive SE Grand Rapids, Michigan 49546 (616) 977-1000

Bonds and Insurance

- **10.1 Insurance.** Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.
- **10.2 Bonds and Other Performance Security.** Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.							
Required	Not Required						
Payment Bond.							
Required	Not Required						

Article 11

Other Provisions

- 11.1 Other provisions, if any, are as follows:
 - 1. CWSRF Debarment Certification
 - 2. Exhibits
 - A. CWSRF Project Plan
 - B. Scope of Project
 - C. Step 1, Design
 - Step 2, Construction
 - D. CTC Documents
 - E. Insurance Requirements & Limitations
 - 3. Performance & Payment Bonds
 - 4. Certificate of Insurance
 - 5. Typical CWSRF Disbursement Request Form
 - 6. Typical Certificate of Substantial Completion

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:	DESIGN-BUILDER:				
Village of Sparta	F&V Construction				
(Name of Owner)	(Name of Design-Builder)				
(Signature)	(Signature)				
(Printed Name)	(Printed Name)				
(Title)	(Title)				
Date:	Date:				

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STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

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General

1.1 Mutual Obligations

1.1.1 Owner and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

- **1.2.1** Agreement refers to the executed contract between Owner and Design-Builder under either DBIA Document No. 525, Standard Form of Agreement Between Owner and Design-Builder Lump Sum (2010 Edition) or DBIA Document No. 530, Standard Form of Agreement Between Owner and Design-Builder Cost Plus Fee with an Option for a Guaranteed Maximum Price (2010 Edition).
- **1.2.2** Basis of Design Documents are as follows: For DBIA Document No. 530, Standard Form of Agreement Between Owner and Design-Builder Cost Plus Fee With an Option for a Guaranteed Maximum Price, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the "Basis of Design Documents." For DBIA Document No. 525, Standard Form of Agreement Between Owner and Design-Builder Lump Sum, the Basis of Design Documents are the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any.
- **1.2.3** Construction Documents are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.
- **1.2.4** Day or Days shall mean calendar days unless otherwise specifically noted in the Contract Documents.
- **1.2.5** *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.
- **1.2.6** Design Consultant is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.
- **1.2.7** Final Completion is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.
- **1.2.8** Force Majeure Events are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.
- **1.2.9** General Conditions of Contract refer to this DBIA Document No. 535, Standard Form of General Conditions of Contract Between Owner and Design-Builder (2010 Edition).
- 1.2.10 GMP Exhibit means that exhibit attached to DBIA Document No. 530, Standard Form of

Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

- **1.2.11** *GMP Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, Standard Form of Agreement Between Owner and Design-Builder Cost Plus Fee With an Option for a Guaranteed Maximum Price.
- **1.2.12** Hazardous Conditions are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.
- **1.2.13** Legal Requirements are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.
- **1.2.14** Owner's Project Criteria are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.
- **1.2.15** Site is the land or premises on which the Project is located.
- **1.2.16** Subcontractor is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.
- **1.2.17** Sub-Subcontractor is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.
- **1.2.18** Substantial Completion or Substantially Complete means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.
- **1.2.19** *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

- **2.1.1** Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.
- 2.1.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of

the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

- 2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.
- **2.1.4** The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided

to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

- **2.4.2** Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.
- **2.4.3** Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.
- **2.4.4** To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

- **2.5.1** Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.
- **2.5.2** The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

- **2.6.1** Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.
- **2.6.2** Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

- **2.7.1** Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.
- **2.7.2** Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-

Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

- **2.7.3** Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.
- **2.7.4** Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.
- **2.7.5** Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- **2.7.6** Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

- 2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.
- **2.8.2** Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.
- 2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from

their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

- **2.10.1** Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.
- **2.10.2** Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.
- **2.10.3** The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

- **3.1.1** Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.
- **3.1.2** Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.
- 3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be

defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

- **3.2.1** Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:
 - **3.2.1.1** To the extent available, surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines:
 - **3.2.1.2** To the extent available, geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;
 - **3.2.1.3** To the extent applicable, temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;
 - 3.2.1.4 To the extent available, a legal description of the Site;
 - 3.2.1.5 To the extent available, record drawings of any existing structures at the Site; and
 - **3.2.1.6** To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.
- **3.2.2** Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

- **3.3.1** At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.
- **3.3.2** Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

- **3.5.1** Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.
- **3.5.2** Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

- **4.1.1** Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.
- **4.1.2** Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.
- **4.1.3** Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.
- **4.1.4** Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.
- **4.1.5** To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.
- **4.1.6** Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for

whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

- **4.2.1** Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.
- **4.2.2** Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

- **5.1.1** Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.
- **5.1.2** Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.
- **5.1.3** Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 Owner's Property Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Not used.

- **5.3.3** Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.
- **5.3.4** Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.
- **5.3.5** Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

- **5.4.1** If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.
- **5.4.2** All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values.

- **6.1.1** Unless required by the Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.
- **6.1.2** The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

- **6.2.1** On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.
- **6.2.2** The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.
- **6.2.3** All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.
- **6.2.4** The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

- **6.3.1** On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.
- 6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay

Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

- 6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.
- **6.6.2** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.
- **6.6.3** Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

- **6.7.1** After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.
- **6.7.2** At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:
 - 6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or

unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests:

- **6.7.2.2** A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;
- **6.7.2.3** Consent of Design-Builder's surety, if any, to final payment;
- **6.7.2.4** All operating manuals, warranties and other deliverables required by the Contract Documents: and
- **6.7.2.5** Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.
- **6.7.3** Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.
- **6.7.4** Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

- **7.1.1** Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.
- **7.1.2** If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.
- **7.1.3** Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by

Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

- **7.4.1** Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.
- **7.4.2** If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification.

7.5.1 Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner's separate contractors or anyone for whose acts any of them may be liable.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

- **8.2.1** If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.
- **8.2.2** In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

- **9.1.1** A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:
 - **9.1.1.1** The scope of the change in the Work;
 - 9.1.1.2 The amount of the adjustment to the Contract Price; and
 - **9.1.1.3** The extent of the adjustment to the Contract Time(s).
- **9.1.2** All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.
- **9.1.3** If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a

change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

- **9.4.1** The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:
 - **9.4.1.1** Unit prices set forth in the Agreement or as subsequently agreed to between the parties;
 - **9.4.1.2** A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;
 - 9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or
 - **9.4.1.4** If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.
- **9.4.2** If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.
- 9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

- **10.2.1** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.
- **10.2.2** Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.
- **10.2.3** If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.
- 10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.3 Arbitration.

- **10.3.1** Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise.
- **10.3.2** The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.
- **10.3.3** Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.
- **10.3.4** The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

- **10.5.1** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.
- **10.5.2** The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

- **11.2.1** If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.
- **11.2.2** Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.
- 11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the reprocurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.
- **11.2.4** If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Design-Builder's Right to Stop Work.

- **11.3.1** Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:
 - **11.3.1.1** Owner's failure to provide financial assurances as required under Section 3.3 hereof; or
 - **11.3.1.2** Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

- **11.4.1** Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:
 - **11.4.1.1** The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.
 - **11.4.1.2** Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.
 - **11.4.1.3** Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.
- **11.4.2** Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

- **11.5.1** If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:
 - **11.5.1.1** The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and
 - **11.5.1.2** The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

- **12.2.1** Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.
- **12.2.2** Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.
- **12.2.3** By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

- 12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.
- **12.3.2** Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.
- 12.3.3 The Electronic Data represents the information at a particular point in time and is subject

to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

CWSRF Debarment Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
- (2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civiljudgment rendered against it:
 - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Name and Title of Authorized Representative	
Name of Participant Agency or Firm	
Signature of Authorized Representative	Date
I am unable to certify to the above statement. Attached is my ex	planation.

EXHIBIT A

Project Plan for project CWSRF No. 5826-01 on file with EGLE

EXHIBIT B

Project Scope

EXHIBIT B SCOPE OF PROJECT

General scope of the Wastewater Treatment Plant Improvements Project, CWSRF No. 5826-01 (Also see Exhibit A – SRF Project Plan)

The focus of the proposed project is to improve redundancy, reliability, and performance of the WWTP. The design will include the following components:

- Preliminary/Primary Treatment:
 - o Replace/upgrade the raw sewage pumping system.
 - Improvements to the raw sewage pumping room.
 - Demolish Imhoff Tank.
- Secondary Treatment:
 - o Rehabilitate Oxidation Ditch Tanks No. 1 and No. 2.
 - Rehabilitate Final Clarifiers No. 1 and No. 2.
 - Add density current baffles to Final Clarifiers No. 1, No. 2, No. 3, and No. 4.
 - Rehabilitate RAS/WAS pumping systems.
 - Provide new ferric feed pump skid and piping/feed improvements.
 - o Provide means of automatic sludge withdrawal and wasting.
- Disinfection and Effluent Discharge:
 - Decommission and fill the Polishing Pond.
 - Demolish chlorine feed system.
 - New UV disinfection system with cover or canopy.
 - Effluent reaeration to raise dissolved oxygen prior to discharge.
- Solids Handling:
 - Replace solids thickening system.
 - Replace digester blowers.
 - o Provide new digester aeration and mixing systems.
 - Provide additional biosolids storage.
- Process Control/SCADA:
 - Process control components and instrumentation to automate WWTP processes.
 - New SCADA system for the facility.
- Site/Facility Improvements:
 - New Process Control Building with laboratory, locker room, bathroom, break room, and offices.
 - o Rehabilitation of the existing Laboratory/Control Building.
 - Electrical improvements as needed to accommodate the above scope.
 - Sidewalk/drive replacement.
 - Replace site fencing.

Upon completion of the design and receipt of bids, the above scope may need to be modified to fit within the overall project budget. FVC will review bids and available cost breakouts during the value engineering tasks outlined in this document. The final scope will be negotiated with the Village prior to executing Exhibit C – Step 2 of the DBIA Agreement.



Our approach for the PDB process will allow the Village to control costs and improve the project outcome by participating directly in both design and construction decisions. F&V Engineering staff have been trusted partners, working together with Village staff and collaborating on important decisions for the long-term reliability of the WWTP. With F&V Construction (FVC) as the Design-Builder, the Village will have a single point of responsibility and a performance warranty while still maintaining direct involvement throughout the PDB process.

FVC will utilize the same engineers that work with you during the design to work with the project team during construction. We will engage trade contractors that are both efficient and effective in completing the type of work required. The current project includes elements that would be best developed through design innovation, as well as collaboration, amongst the team. Village staff are very knowledgeable of their facility and have been working with our engineers to develop many good ideas with regards to the needed improvements. By utilizing the PDB delivery method with FVC, the Village will have access to actual cost data and be able to make informed decisions with support from the Design-Builder. We offer the following outline of our proposed approach:

Step 1 Preliminary Design and Preconstruction Phase

The **Step 1** activity includes adequate design development to assemble bid packages for selection of trade contractors, forming a team consisting of the Design-Builder, Owner and Trade Contractors and establishing refined pricing for all elements of the project. Tasks under **Step 1** include:

Task 1 – Basis of Design Preparation

Our engineers will work closely and collaborate with Village staff to develop the *Basis of Design* defining the improvements and preliminary design concepts, a process that began during preparation of the SRF Project Plan. The work scope to complete this phase of the project includes:

- 1.1 Hold a pre-design kick-off meeting with Village staff to review project requirements, work scope, and overall schedule.
- 1.2 Prepare a Basis of Design Report which will include descriptions of the improvements, hydraulic and biological calculations of the proposed WWTP. The report is updated as the design progresses.
- 1.3 Meeting with EGLE and CWSRF staff to discuss the PDB approach, update project status, and establish permitting schedule.
- 1.4 Coordinate CWSRF Project requirements.

Task 2 – Preliminary Design and Pricing Phase (30% and 60% Submittals)

The Basis of Design Report will serve as the foundation for the *Preliminary Design Phase*. It will define all the components of the project to be built. The Preliminary Design Phase documents consist of preliminary drawings, outline specifications, and preliminary costs.

Village staff will be directly involved in the preliminary design process. Trade contractors will be assimilated into our design-build team when adequate definition to the project scope and details has been achieved. With the team fully formed, collaboration among the design-builder, owner and trade contractors will result in effective equipment selection and development of efficient construction methods and project sequencing.

The engineering services to complete the preliminary design phase will include:

- 2.1 Review record drawings of the existing WWTP.
- 2.2 Obtain utility company information for electric, gas, telephone, and cable TV, as appropriate.
- 2.3 Complete topographic survey of the site.
- 2.4 Obtain soil borings and complete a geotechnical investigation for the proposed improvements.



- 2.5 Perform an asbestos containing materials and lead-based paint survey for the existing Laboratory & Control Building.
- 2.6 Prepare AutoCad drafting of the WWTP improvements.
- 2.7 Assemble list of the various Trades for the project and begin to contact these subcontractors to determine their interest in the project. The various Trades will be informed of the "American Iron and Steel," Debarment Certification, Davis-Bacon Wage Rates requirements and the Disadvantaged Business Enterprises goals as required by the CWSRF program.
- 2.8 The anticipated regulatory permits required for construction of the wastewater system improvements including the following:
 - EGLE Part 41 Construction Permit (Wastewater)
 - Building Permit
- 2.9 Prepare draft permitting and construction schedule.
- 2.10 Update Design and Construction Costs. As the design details are developed, we will begin to prepare preliminary cost estimates for the various Trades.
- 2.11 The 30% Design documents will be shared with the design-build team, Village and Owner's Representative, EGLE and CWSRF for review. This submittal includes:
 - Basis of Design (Technical Memorandum)
 - Preliminary Drawing Set
 - Outline of Specifications
- 2.12 A meeting will be conducted with the Design / Build Team, Village staff, Owner's Representative and EGLE staff to review the 30% Design Submittal.
- 2.13 Meeting minutes will be prepared and distributed.
- 2.14 Update the Basis of Design base on review meeting comments. This should include near-final hydraulic calculations, pump selection and equipment preference documentation, and Instrumentation and Control design.
- 2.15 Develop concepts for sequencing.
- 2.16 Prepare the 60% Design Drawings.
- 2.17 Prepare 60% technical specifications.
- 2.18 Prepare the 60% Design and Construction Costs. Preliminary costs will be updated by the design-build team to incorporate changes made from the 30% to 60 % submittal.
- 2.19 Perform QC of the Preliminary Design.
- 2.20 The 60% Design documents will be shared with the design-build team, Village and Owner's Representative. The 60% submittal includes:
 - Basis of Design (Technical Memorandum)
 - Preliminary Drawing Set
 - Outline of Specifications
 - Updated Design and Construction Costs
- 2.21 A meeting will be conducted with the design-build team, Village staff, Owner's Representative, EGLE and CWSRF staff to review the 60% Design Submittal.
- 2.22 Meeting minutes will be prepared and distributed.

Task 3 - Final Design and Final Pricing Phase

The collaboration of the design-build team with the Village staff, Owners Representative, and EGLE staff will continue as the design is finalized. The *Final Design Phase* will incorporate adjustments through the value engineering process completed through this collaboration process. This task includes final detailing of the design, development of a detailed construction schedule, and establishing a Guaranteed Maximum Price (GMP) for the project.

The decision as to whether some of the items can be made as a part of the project will be made during the final design and pricing phase. Other Task 3 items include:



- 3.1 Update the Basis of Design based on review meeting comments. This should include near-final hydraulic calculations, pump selections, equipment preference documentation and Instrumentation and Control design.
- 3.2 Refine concepts for operations and construction sequencing of the WWTP when key processes are out of service.
- 3.3 Prepare the 90% Design Drawings.
- 3.4 Prepare 90% technical specifications.
- 3.5 Prepare the 90% Design and Construction Costs. Preliminary costs will be sought from various Trades.
- 3.6 Perform QC of the Design.
- 3.7 Submit permit applications to various regulatory agencies.
- 3.8 The 90% Design Submittal documents will be shared with the design-build team, Village, Owner's Representative and EGLE for review. This submittal includes:
 - Basis of Design (Technical Memorandum)
 - Pre-Final Drawing Set
 - Outline of Specifications
- 3.9 Pre-Final Design and Construction Costs
- 3.10 The plans and specifications will be released to the various trades for bidding. We will follow the Village's local bidding requirements where applicable. The goal is to have multiple bids for each trade from acceptable contractors and follow the CWSRF requirements.
- 3.11 A meeting will be conducted with the design-build team, and Village and Owner's Representative to review the pricing and 90% Design Submittal. Any adjustments to the design requested by the Village in the 90% review may require some re-pricing by the trade contractors, if needed. Distribute meeting minutes.
- 3.12 Submit preliminary Guaranteed Maximum Price (GMP) to the Village for review and approval.
- 3.13 Assemble CWSRF Part III application on behalf of Village for submittal.
- 3.14 Submit Final GMP contract exhibit.
- 3.15 Prepare contract amendment reflecting GMP to the Village for approval. Our subcontractors' bids and FVC's costs and overhead will be provided to the Village on an open book basis. The Village will be able to review each item of work and trade bids in the compilation of the GMP.
- 3.16 If the Village accepts the GMP, the project proceeds to Task 4. If the Village would find the GMP not acceptable, they could stop project at this time, cut out parts of the project to reduce cost, or pursue alternate delivery methods.
- 3.17 Assemble final conform to contract design and construction documents.

Step 2 Design Completion and Construction Phase

The **Step 2** activity includes obtaining permits, development of a detailed construction schedule, and completing construction of the improvements. Tasks under **Step 2** include:

Task 4 - Construction Phase

Commencement of mobilization and construction activities.

- 4.1 Issue Notices of Award to the various trades.
- 4.2 Schedule pre-construction meeting.
- 4.3 Execute contracts with various Trades and issue Notices to Proceed.
- 4.4 Secure construction permits, insurances and bonds.
- 4.5 Conduct Pre-Construction Meeting and mobilize to the job site.
- 4.6 Review of Trade shop drawings for materials and equipment required for the project to confirm compliance with the project specifications and intent.



- 4.7 Provide Site Superintendent to coordinate Trades.
- 4.8 Resolve contractor questions or construction issues.
- 4.9 Provide materials testing from an independent testing laboratory.
- 4.10 Conduct weekly progress and safety meetings with Trades.
- 4.11 Conduct monthly progress meetings with the design-build team, Owner, and Owner's Representative.
- 4.12 Maintain and update construction progress schedule.
- 4.13 Prepare daily reports, recording hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, daily activities, decisions, observations in general and observing test procedures.
- 4.14 Prepare and submit payment applications to Owner. Assist with preparing the CWSRF Disbursement Request applications on behalf of the Village. The Village will need to submit to the CWSRF Project Manager.
- 4.15 Oversee equipment and systems startup and prove-in.
- 4.16 Advise Owner's Representative when Substantial Completion has been achieved on the overall project, which marks the beginning of the warranty period.
- 4.17 Prepare and compile the equipment Operations & Maintenance Manuals. Provide Owner with one PDF version and one 3-ring binder.
- 4.18 Maintain "red-line" drawings of improvements at the project site. Prepare Record Drawings showing appropriate record information based on project annotated record (red-line) documents received from the Trades. These record drawings will be provided to the Village in electronic format at project closeout.
- 4.19 Assist the Village in preparing CWSRF closeout documentation and final disbursement request.



EXHIBIT C

Step 1 | Design

Step 2 | Construction



EXHIBIT C	- Step 1 Design				
Client Name:	Village of Sparta, Michigan		Estimator: FVC	Date	: January 2025
Job Name:	Wastewater Treatment Plant Improvements		Design By: F&V	Bid Date	: TBD
Location:	156 E Division, Sparta, MI		Check By:		
Job Number:	CWSRF No. 5826-01				
Description:	Wastewater Treatment Plant Improvements				
Duration:	Construction lasting approximately mont	ths to reach Sub	stantial Completion		
Trade Categor Contract 1	Y Site Work & Excavation	Subcontractor / ***Name***	<u>Location</u>		<u>Budget</u>
Contract 2	Concrete	***Name***			
	General Trades	***Name***			
	Painting	***Name***			
Contract 5		***Name***			
Contract 6	Electrical, Instrumentation & Control	***Name***			
	Owner's System Integrator	***Name***			
	Cc. c cyclom mag. a.c.		Tot	al of Trades	TBD
			General Conditions		TBD
			General Conditions	Sub Total	TBD
			Design Builder's Fee		TBD
			Design Bunder 3 rec	Sub Total	TBD
				Sub Total	IBD
			Design Phase Services	- Lump Sum	\$962,000.00
		Cons	truction Phase Services	- Lump Sum	TBD
			Sub	-Total Cost	TBD
		Des	ign-Builder's Contingenc	y Allowance	TBD
				Total	TBD
			<u>Initial</u>		<u>Date</u>
			OWNER:		
			FVC:		

EXHIBIT D

Conformed To Contract Documents

Performance & Payment Bonds

Certificate of Insurance

EXHIBIT E - INSURANCE REQUIREMENTS & LIMITATIONS

- 1 <u>Design Builder's Liability Insurance</u>
- 1.1 The Design-Builder shall purchase and maintain such insurance that shall protect the Design-Builder from the claims set forth below that may arise out of or result from the Design-Builder's performance of Services pursuant to this Agreement:
- 1.1.1 Claims under Workers' compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;
- 1.1.2 Claims for damages because of bodily injury, occupational sickness or disease or death of Design-Builder's employees under any applicable employer's liability law;
- 1.1.3 Claims for damages because of bodily injury or death of any person other than Design-Builder's employees;
- 1.1.4 Claims for damages insured by usual personal injury liability coverage that are sustained (1) by any person as a result of an offense directly related to the employment of such person by the Design-Builder or (2) by any other person;
- 1.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss or use therefrom; or
- 1.1.6 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.
- 1.2 The comprehensive General and Automobile Liability Insurance shall be written for not less than the following limits of liability:
 - a. Comprehensive General Liability

1.	General Aggregate:	\$2,000,000
2.	Products - Completed Operations Aggregate:	\$2,000,000
3.	Personal and Advertising Injury:	\$1,000,000

4. Each Occurrence (Bodily Injury and Property Damage \$1,000,000

 Property Damage liability insurance shall provide Explosion, Collapse and Underground coverages, where applicable.

6. Excess or Umbrella Liability:

a. General Aggregate: \$10,000,000b. Each Occurrence: \$10,000,000

- b. <u>Automobile Liability</u>
 - 1. Combined Single Limit (Bodily Injury and Property Damage):

Each Accident: \$1,000,000

1.3 Comprehensive General Liability insurance may be arranged under a single policy for the full Limits required or by a combination of underlying policies with the balance provided by an excess or umbrella liability policy.

- 1.4 Professional Liability Insurance. Design-Builder shall obtain, furnish, and maintain in full force and effect without interruption during and throughout the term of this Agreement, at its sole cost, professional liability insurance covering liability arising out of or based upon any negligent design, engineering, planning, consulting or Design Services.
- 1.4.1 Limitation of Liability. Design-Builder shall not be liable for any claim, damage, cost, expense or other liability not directly and solely caused by negligent acts, errors or omissions of Design-Builder. The total liability of Design-Builder under any legal theory whatsoever, in the aggregate, as well as any claimed liability of Design-Builder's officers, directors, employees, or agents or consultants, for any claims arising out of the Agreement, shall not exceed the total amount of available insurance proceeds in response to Owner's claim. Design-Builder currently maintains an annual per claim Liability policy in the amount of \$5.0 million and an aggregate insurance policy for Professional Errors and Omissions in the amount of \$7.0 million.
- 1.5 The foregoing policies shall contain a provision that coverages afforded under the policies shall not be cancelled or expire until at least thirty (30) days written notice has been given to the Owner and shall include either a Liability endorsement covering this Agreement or an endorsement making the Owner an additional insured under the policies. Certificates of insurance showing such coverages to be in force shall be filed with the Owner prior to commencement of the Design-Builder's services.

2 Builder's Risk Insurance

2.1 The Design-Builder shall be responsible for purchasing and maintaining insurance to protect the Project from perils of physical loss. The insurance shall provide for the cost of replacement of the insurable assets at the time of loss. The builder's risk policy shall insure against loss from the perils of fire and coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief, transit, or testing. The Design-Builder shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost.

3 Property Insurance

3.1 If the Owner occupies or uses a part or parts of the Project prior to substantial completion thereof, such occupancy shall not occur until the Owner obtains property insurance for the structure and until all insurance companies providing insurance for the Project consent to such occupancy by endorsement to the insurance policies.

4 Owner's Insurance

4.1 The Design-Builder shall be named as an additional insured in any insurance policy for the Project that may be obtained by the Owner.

Typical CWSRF Disbursement Form



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Finance Division

DRINKING WATER STATE REVOLVING FUND, CLEAN WATER STATE REVOLVING FUND, AND STRATEGIC WATER QUALITY INITIATIVES FUND REQUEST FOR DISBURSEMENT OF FUNDS

As required under authority of Parts 52, 53, and 54 of NREPA, 1994 PA 451, as amended.

General Information

You must complete the information on pages 1 and 2 for each request for disbursement of funds that is submitted to the State Revolving Funds (SRF). A separate form is required for each assigned SRF project number. Detailed instructions can be found at the end of this document. Email this completed request along with cost supporting documentation (invoices) to your EGLE project manager.

Loan Amount: Recipient's EIN: Phone Number:					
_ Phone Number:					
_ Phone Number:					
Account #:					
You must complete the information above along with page 2 for your request to be processed.					
<u> </u>					
DWI:					
<u></u>					
1					

Bu	dget Items (all amounts to the penny)	Approved Amount Incurred this Period	Approved Amount Incurred to Date
1.	Asset Management Program/Fiscal Sustainability Costs		
2.	Planning Costs		
3.	Rate Methodology Development Costs		
4.	Design Engineering Costs		
5.	Legal/Financial Service Fees		
6.	Administrative Costs		
7.	Bond Counsel Fees		
8.	Bond Advertisement Costs		
9.	Bid Advertisement Costs		
10.	Capitalized Interest		
11.	Land Acquisition/Relocation Costs		
12.	Land Purchase Costs		
13.	Construction Engineering Costs		
14.	Construction Costs (Bid Contracts)		
15.	Construction Costs (Force Account)		
16.	Equipment Costs		
17.	Other Project Costs		
18.	Adjustments Due to Other Funding		
19.	Reimbursement from SRF-associated grant (ARP-SRF, DWI, Other)		
20.	Total Amount Incurred This Period		
21.	Total Cumulative Amount Incurred to Date		
22.	Amount Previously Disbursed		
23.	Amount Requested for Loan Disbursement		
I certify that I am an authorized representative of the recipient and am authorized to make the following certifications on behalf of the recipient: (i) there is no pending litigation or event which will materially and adversely affect the project, the prospects for its completion, or the recipient's ability to make timely repayments on the obligation issued in connection with this project; (ii) the representations, warranties and covenants contained in the supplemental agreement for the obligations pursuant to which this request for disbursement is submitted continue to be true and accurate in all material respects as of the date hereof; (iii) to the best of my knowledge and belief, the costs above were incurred in accordance with the terms of the supplemental agreement and the application for assistance for this project; and (iv) the amount requested for disbursement represents the loan amount due, which has not previously been requested.			
Autl	norized Representative Name:	Title:	
Autl	norized Representative Signature:	Date:	
	R EGLE USE ONLY broved by EGLE Project Manager:	Date:	

Instructions for Completing the Request for Disbursement of Funds

- Provide the SRF project number that was assigned by EGLE.
- Identify the number of this disbursement request.
- Check whether this is a partial or the final disbursement request. All requests are partial, except for the final request.
- Identify the calendar period covered by this disbursement request. This should align with the period costs were incurred and period of work completed for which reimbursement is sought.
- Enter the loan amount as shown in the Order of Approval. Do not include grant dollars in this amount.
- Enter the loan recipient's (bond issuer) name, address, and telephone number. This information must match data on file with EGLE. If changes have occurred, please inform your EGLE project manager when submitting the request.
- Provide the loan recipient's federal employer identification number (EIN).
- Enter the loan recipient's bank's name, address, telephone number, ABA routing number, the account
 name and number, and any special instructions for the wire transfer to that account. This information must
 match data on file with EGLE. If changes have occurred, please inform your EGLE project manager when
 submitting the request.
- For each budget item, enter the amount requested for the period covered by this request in the approved amount incurred this period column, and then the cumulative amount to date from project inception in the approved amount incurred to date column. The approved amount incurred to date includes previous reimbursed costs plus the amount requested this period. Entries in this section must be left to the penny and not rounded. If costs have been incurred for a budget item that was not shown in the EGLE Order of Approval, please inform your EGLE project manager when submitting the request.
 - 1. Enter the costs invoiced and/or paid for services directly associated with municipality's Asset Management Program and/or Fiscal Sustainability Costs. Include salaries of municipal employees, if applicable.
 - 2. Enter the costs invoiced and/or paid for planning (do not include costs of tangible assets such as pilot facilities and test wells).
 - 3. Enter the costs invoiced and/or paid for services directly associated with the development and enactment of the municipality's rate methodology and any related ordinances.
 - 4. Enter the costs invoiced and/or paid for project design work required prior to actual construction.
 - 5. Enter the costs invoiced and/or paid for legal or financial services **except** costs associated with the issuance of bonds related to this project. Treasury filing fees should be included on this line.
 - 6. Enter the costs incurred for salaries and indirect costs of the water supplier or municipal employees involved in the project administration.
 - 7. Enter the costs invoiced and/or paid for bond counsel services associated with the issuance of bonds related to this project.
 - 8. Enter the costs invoiced and/or paid to publish legal notices related to the sale of bonds related to this project.
 - 9. Enter the costs invoiced and/or paid to publish advertisements for bids for the project construction contracts.
 - 10. Enter only the amount of capitalized interest invoiced and/or paid for the period covered by this request.
 - 11. Enter the costs invoiced and/or paid for services related to compliance with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act (49 CFR Part 24).

- 12. Enter the costs invoiced and/or paid for the purchase of property which was deemed eligible and included in the Supplemental Agreement.
- 13. Enter the costs invoiced and/or paid for project construction engineering services.
- 14. Enter the costs invoiced and/or paid under the project construction contracts. If construction costs are included in your request, a completed form EQP1455 Davis-Bacon Act Compliance Certification must also be included.
- 15. Enter the costs incurred for salaries and indirect costs of the water supplier or municipal employees involved in the project construction labor (\$50,000 limit).
- 16. Enter the costs invoiced and/or paid for equipment purchased as part of this project.
- 17. Enter other costs invoiced and/or paid for miscellaneous items that were approved by EGLE for inclusion in this project. If new items have been procured, please inform your EGLE project manager when submitting the request.
- 18. Enter adjustment which arises from reimbursements by other funding sources outside of EGLE SRF grants (USDA-RD, other grant, etc.) or the use of cash on hand. This number must be entered as a negative number for the request. Ex. -140,000.
- 19. Enter adjustment which arises from reimbursements of American Rescue Plan State Revolving Fund (ARP-SRF) grant funds, Drinking Water Infrastructure (DWI) grant funds, or another SRF-associated grant. Costs will be shown as a deduct for the SRF loan but will be reimbursed through the grant. This number must be entered as a negative number for the request. Ex. -140,000.
- 22. Enter the total amount of funds previously paid (Line 21 Total Cumulative Amount Incurred to Date on the previous disbursement request).
 - The provided form will automatically add the amounts listed in both columns 1 and 2. These totals will be shown on lines 20 and 21. Upon entering the amount on line 22, the amount requested for disbursement will automatically show on line 23.

Additional Information

- Requests for Disbursement of Funds for loan dollars are processed weekly on Wednesdays. Ensure submittal to your EGLE project manager early in the week to allow for timely reimbursement in the following week.
- Up to two Requests for Disbursement of Funds can be processed each calendar month for each loan. Please note that you must submit the first loan disbursement request within 90 days of loan closing and continue submitting disbursement requests no less than quarterly throughout the project until the initiation of operations (I/O) date.
- Your <u>EGLE project manager</u> can assist you in completing this form. Any questions or issues using the form can be directed to your EGLE project manager.

If you need this information in an alternate format, contact <u>EGLE-Accessibility@Michigan.gov</u> or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

Typical Certificate of Substantial Completion



CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER: Village of Sparta, Michigan DESIGN BUILDER: F&V Construction Project: Wastewater Treatment Plant Improvements, CWSRF No. 5826-0 Project No.:)1
This definitive Certificate of Substantial Completion applies to:	
All Work under the Contract Documents:	
☐ The following specified portions of the Work:	
Date of Substantial Completion:	
The Work to which this Certificate applies has been inspected by authorized DESIGN BUILDER and found to be substantially complete. The date of Substantiant or portion thereof designated above is hereby declared and is also the date warranties required by the Contract Documents, except as stated below.	ostantial Completion of the Project
This certificate does not constitute an acceptance of Work not in accordance is it a release of DESIGN BUILDER'S obligation to complete the Work Documents.	
Executed by DESIGN BUILDER	Date
Accepted by OWNER	Date



ACTION MEMO Staff Communication

DATE: February 17, 2025

TO: President Whalen & Council Members FROM: James A. Lower Village Manager RE: BS&A Cloud Services Agreement

SUMMARY OF REQUEST:

The time has come for the village to either buy a new server or switch to cloud based services. This has been an issue I have been investigating since I started with the village. The lead time for our BS&A accounting software cloud-based platform was at one time 1-1.5 years out. However, that lead time is now down to about 4 months. The cost has come down as well and the new cloud-based system has had time to have the bugs worked out of it. Unless or until we move BS&A to the cloud, we cannot move the rest of the village files to the cloud because our current BS&A platform requires a server.

With the construction of the new building, the timing is ideal to make this change so we do not need to buy a new server and house it in a server room. This will save money and also result in a more user-friendly way of storing files and doing business. For example, with the cloud staff can have access to needed files from any of our locations: Airport, Waste Water, Water Plant, Police Department, Village Complex, and DDA. This will help move us even further along with our integrated collaborative approach to delivering services to village residents across all departments.

FINANCIAL IMPACT: The initial cost will be \$41,630 which includes the first yearly fee, changing over the system and staff training. The yearly cost will be \$16,030 for the ongoing usage of the cloud-based system. However, the cost of new servers would be over \$26,000 with install. So, we will at least be saving that. I will be coming back to the board for approval on the final step of the cloud process at a later date. This step will be to move all files, across all departments, onto the cloud. While initially more costly, we will realize savings in the form of not maintaining/powering servers and increased efficiency throughout the organization.

BUDGET ACTION REQUIRED:

These costs will be incorporated into our year end budget adjustments.

STAFF RECOMMENDATION:

Staff recommends the following motion: Motion to approve the proposed agreement with BS&A to switch to cloud based services.

Proposal for: Village of Sparta, Kent County MI February 06, 2025

Quoted by: Andrew Galvin

Software and Services for BS&A Cloud Upgrade



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Upgrade - Cloud Modules		
Financial Management		
GL-General Ledger		\$2,285.00
AP-Account Payable		\$1,885.00
CR-Cash Receipting		\$2,050.00
AR-Account Receivables		\$1,785.00
	Total	\$8,005.00
Personnel Management		
PR-Payroll		\$3,110.00
	Total	\$3,110.00
Property		
TX-Tax		\$2,210.00
DPP-Delinquent Personal Property		\$665.00
	Total	\$2,875.00

Total

Subtotal



Utility Billing

UB-Utility Billing

\$2,040.00

\$2,040.00

\$16,030.00

Upgrade Implementation

Services include:

- Management of your upgrade by our dedicated upgrade team for a smooth shift from .NET to cloud-based software, minimizing disruption
- Project schedule aligned with your processes and needs, ensuring a seamless transition timeline
- Expedited upgrade to cloud capturing existing process to minimize demands required of client teams
- Onboarding planned around critical process dates, ensuring your team is well-prepared for effective cloud software utilization
- Central contact for streamlined communication between project leaders, developers, IT staff, and conversion resources
- Testing and implementation of existing municipal customizations prior to go-live, preserving functionality and ensuring critical components are converted
- Preliminary data conversion with attachments, mirroring final conversion for a smooth transition
- Thorough data verification for all modules, ensuring accuracy and reliability of converted data, including automated balancing
- Key module validation managed by dedicated upgrade team (vs. customer in previous methodology), including testing of parallel processes
- Migration of key custom user-based designed reports handled out-the-box, enabling seamless access to critical insights.
- As needed, transition from .NET Online Payments to cloud architecture configuration for uninterrupted payment processing.
- Automated scaffolding of users and security roles based on your previous configurations
- Conversion of approval workflows based on role-based security, maintaining established processes
- As needed, configuration of existing hardware (barcode scanners, etc.) for seamless integration with cloud environment
- Documentation of our standard processes, facilitating easy access to essential information
- Upgrade training
- Prioritized response post go-live for 2 weeks from the upgrade team
- 3 post go-live survey touch points to check-in on post-go live experience
- Remote go-live assistance and remote office hours for a successful transition to the cloud-based software
- Travel not expected, but any necessary travel would be billed at a per trip and/or per day cost

\$25,600.00

Cost Totals

Upgrade Modules – Annual FeeSubtotal\$16,030.00Upgrade ImplementationSubtotal\$25,600.00

Total Proposed \$41,630.00

Travel not expected for Upgrades. Any necessary travel to be billed at a per trip and/or per day cost.





Thank you for your commitment to BS&A Software...

We wouldn't be what we are today without our customers. Because of you, we are able to develop powerful and long-lasting solutions for municipalities in the State of Michigan and beyond.



Andrew Galvin

Account Manager agalvin@bsasoftware.com



- Over 8 years of experience at BS&A Software
- Background in IT Support and Account Management
- Expertise with: Microsoft SQL, Cybersecurity, Server Hardware, Networks
- Active MTA and MMTA member

About BS&A Software

- BS&A Software is the leading provider of Financial Management, Tax and Assessing, Utilities Management, and HRMS software for the Public Sector in the State of Michigan.
- BS&A has been providing our software solutions to the Public Sector in the State of Michigan for over 30 years.
- 99% of municipalities in Michigan use at least one of our modules.
- BS&A has a 99%+ client retention rate, meaning once a municipality chooses to move forward with BS&A, they want to remain a client in perpetuity.





BS&A's Software Platforms

What You Have Today



.NET / Desktop

.NET is an on-premise, client-server solution. This platform was released in 2008, making it a 16-year-old product.

What We Recommend



Cloud

Cloud is the platform of the future. BS&A released Cloud in 2021, and it offers significant technological and security enhancements creating a more advantageous environment.

Why Cloud?



Access

Work from anywhere with an Internet connection across a range of devices.



Future-Proof

Inherit future versions of BS&A

Cloud, included in your annual

subscription



Security

Secure Cloud environment with 99.99% up time and Multi Factor Authentication.



Reduce Liability

Eliminate, or reduce, physical servers and we'll handle securing BS&A in cooperation with Microsoft Azure.



Disaster Recovery

Geo-redundant backups occur automatically at regular intervals to two different regions in the United States



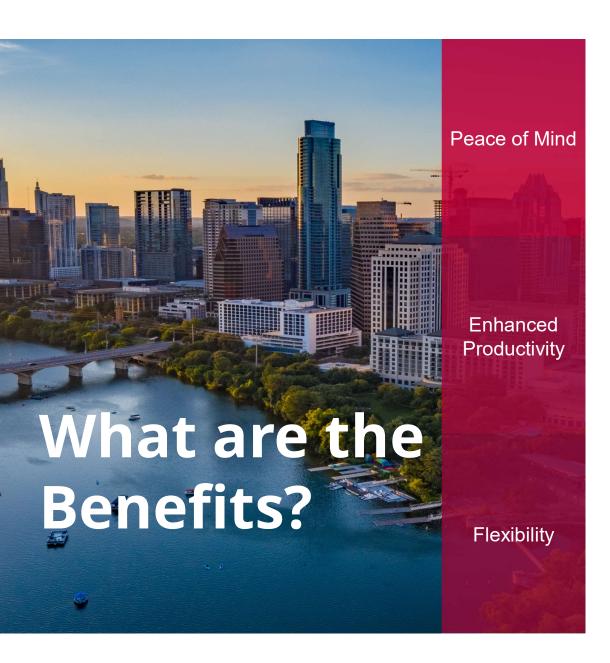
Cohesion

With a single BS&A database, our customers can achieve a deeper level of integration than ever before.

Let's Compare the Differences

	.NET	Cloud
Comprehensive Access	VPN plus Remote Connection to Access solutions	Only require a web-browser
Robust Security	Limited security settings by user.	Detailed data access control, including record & field level security, & user role-based access restrictions.
Disaster Recovery	No built-in disaster recovery features, need an additional service purchased outside of BS&A.	Disaster recovery included in the cloud platform
Hardware Requirements	Requires hardware like a Windows PC, SQL Server, and routine maintenance	No need for a server, Microsoft SQL or a network
Automatic Updates	Requires end-users to install updates manually on each workstation for each module	Cloud updates are done automatically on the backend at BS&A
Background Reporting/Processing	Requires halting the module to execute reports, leading to system freezes	Cloud solutions allow for seamless system use by running reports and processes in the background
Unlimited Storage	Storage capacities are determined and purchased separately by the municipality, independently of BS&A's products.	Cloud includes unlimited storage on MS Azure
User Defined Workflows	On-premise offers limited workflow capabilities.	Cloud technology facilitates efficient workflows and process automation
User Defined Dashboards	Dashboards are not available	Cloud supports unlimited role-based dashboards
4		





- Ransomware Resistance
- Disaster Recovery
- Regular, Automatic Backups
- Reduce Liability

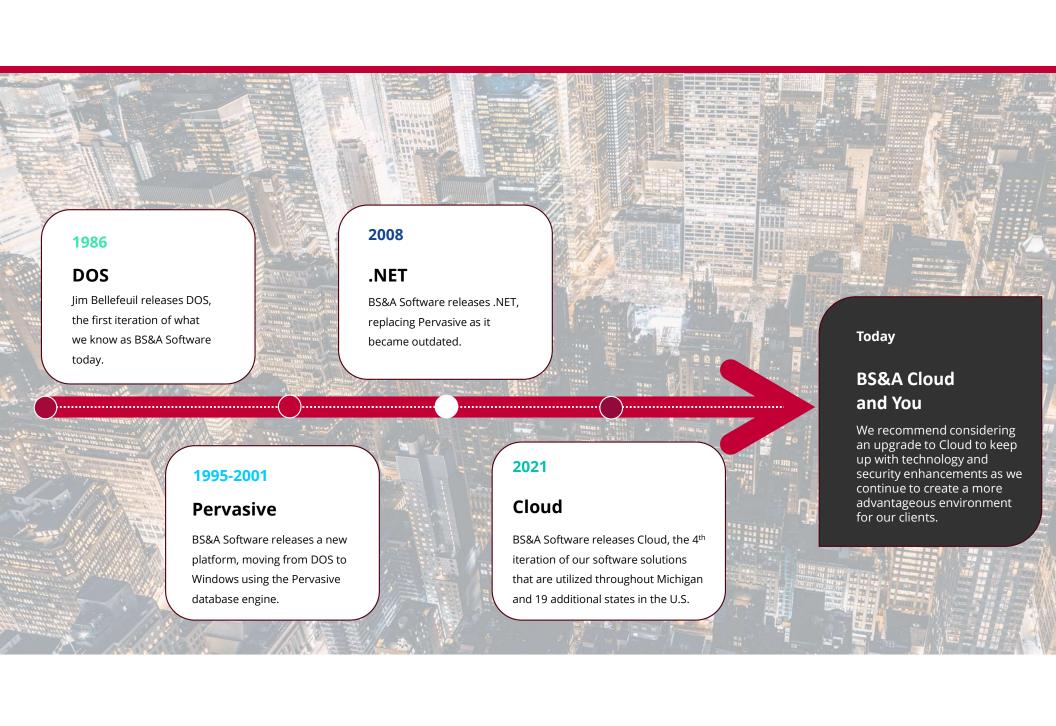


- Less downtime
- Run heavy processes in the background
- Customize dashboards, workflows, workspaces and more.



- Easy access from anywhere
- Access to real-time data from multiple locations
- No need to maintain a physical server





Cloud Adoption Statistics







ACTION MEMO Staff Communication

DATE: February 17, 2025

TO: Village President Whalen and Members of Council

FROM: James A. Lower, Village Manager RE: Town Square Easement Approval

SUMMARY OF REQUEST:

In order to continue plowing and maintaining the parking lot associated with the town square project, the village must obtain actual written and recorded easements. For many decades the village has taken responsibility for this parking lot in its entirety. However, there are several patches that are still privately owned. This issue should have been addressed many years ago. But it never was so we are hoping to correct that now. By not having legal authority on these patches, it makes in difficult for the Police to enforce parking ordinances and calls into question the legitimacy of our plowing and maintenance efforts at taxpayer expense.

Our DDA Director and I have been working with the business owners we need the easements from as well as our attorney. We are simply asking for authorization from the village council to finalize these agreements. There will be no change for the business owners or the village in terms of how we do business with this parking lot. Rather, these agreements simply codify and formalize the way we have operated this lot for many years.

FINANCIAL IMPACT:

None.

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

A motion to authorize the Village President and Manager to Execute the Easements as presented.

PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT ("Agreement") is made on this ____ day of _____, 2024 (the "Effective Date"), by and between DAVID R. HARKEMA, O.D., whose address is 2473 Red Rose Lane, Rockford, Michigan 49341 (hereinafter called the "Leasor") and VILLAGE OF SPARTA, a Michigan municipal corporation, whose address is 156 East Division, Sparta, MI 49345 (hereinafter called the "Village") Any reference to the Village in this Agreement refers to the Village and its employee, contractors, successors, licensees, invitees, and assigns.

RECITALS

WHEREAS, the Grantor is the owner of real property in the Village of Sparta, County of Kent, and the State of Michigan, commonly known as 38 North Union Street NW, Sparta, Michigan 49345 and parcel number 41-05-14-353-009, as described in the attached Exhibit A (the "Premises");

WHEREAS, the Village wishes to utilize a portion of the Premises for the purpose of pedestrian and vehicular parking, access, ingress, egress, public events, and related uses and purposes; and

WHEREAS, the Grantor is willing to grant an easement to the Village for those purposes subject to the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises set forth herein and for other good and valuable consideration, the parties covenant and agree as follows:

<u>AGREEMENT</u>

- 1. <u>Description of the Easement Area</u>: The Grantor grants and conveys to the Village a permanent and perpetual easement over that portion of the Premises, more specifically depicted on the attached Exhibit A (the "Easement Area"). If the Grantor expands its permanent buildings or structures on the Premises such that the parking lot area on the Premises is reduced, the Easement Area will be reduced proportionally to account for the Premises no longer being utilized by the Grantor as a parking lot.
- 2. <u>Purpose of Easement</u>: The Village may use the Easement Area for the purpose of pedestrian and vehicular parking, access, ingress, egress, public events, and related uses and purposes. The Village may construct, improve, repair, and maintain concrete and asphalt paved surfaces within the Easement Area along with striping, curbing, gutters, and related appurtenances and facilities (the "Improvements"). Additionally, the Village may take any reasonable action necessary to maintain and operate the Easement Area as a public parking lot including, but not limited to, enforcing laws, ordinances, and rules and plowing or removing snow and ice.
- 3. Rent, Fees and Charges: As consideration for this Agreement, the Village shall pay all costs of keeping the Improvements in reasonably good condition, wear and tear excepted, subject to appropriation of funds by the Village Council of the Village of Sparta. Recognizing that the appropriation of funds is within the discretion of the Village Council of the Village of Sparta, nothing in this Agreement will be interpreted to obligate the Village to expend any sums until appropriate by the Village Council of the Village of Sparta.

- 4. <u>Liability Insurance</u>: Village shall maintain public liability insurance with limits of not less than \$1,000,000.00 providing coverage for claims related to personal injury and property damage on the Easement Area.
- 5. <u>Amendments</u>: This Agreement contains all of the agreements and understandings of the parties hereto and shall not be amended or changed in any way, unless any such amendment is done in writing and is signed by both Village and the Grantor.
- 6. <u>Prior Agreements</u>: Any and all prior agreements, leases, or other arrangements between the parties hereto covering the Easement Area are hereby canceled and are for all purposes null and void, and of no further force or effect, except for matters specified in this document as continuing.
- 7. <u>Representations of Authority</u>: The parties represent and warrant that they have full authority to enter into this Agreement and to make it binding.
- 8. <u>Runs with the Land</u>. This Agreement runs with the land and binds and burdens the Grantor and Village and their heirs, successors, and assigns.
- 9. <u>Controlling Law</u>: The laws of Michigan shall control any disputes arising out of the interpretation or operation of this Agreement, and venue shall be proper in Kent County.
- 10. <u>Duplicate</u>: This document may be executed in duplicate but constitutes only one contract or agreement.
- 11. <u>Governmental Immunity</u>: Nothing in this Agreement is intended to limit the Village's immunity afforded under the Governmental Liability for Negligence Act, Act No. 170 of Public Acts of 1964 or otherwise.
- 12. <u>Transfer Tax Exemption</u>. This instrument is exempt from real estate transfer tax as the consideration paid is less than \$100.

Remainder of page left intentionally blank.

That Parties have executed this Agreement on the date first written above.	That	Parties	have	executed	this	Agreer	nent o	on the	date	first	written	above.
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		"VILLAGE	E OF SPARTA"
		By: Robert Its: Villag	
		By: James Its: Village	
STATE OF MICHIGAN COUNTY OF)) ss.)		
	Village Pr	acknowledged before mo esident, and James Lowe	e on this day of er, Village Manager, of the Villag
			County, Michigan
		Acting in	County, Michigan
[the remainder of	this page i	ntentionally left blank; s	ignature page to follow]

		"GRANTO DAVID R	OR" HARKEMA, O.D.	
		Ву:		
		Its:		
STATE OF MICHIGAN)			
COUNTY OF) ss.)			
The foregoing instr			e on this day of	
		Notary Public, My commission expi	County, Michigan	
		Acting in	County, Michigan	

Prepared by and after recording return to: James Lower

James Lower Village Manager 156 East Division Sparta, MI 49345

Exhibit A

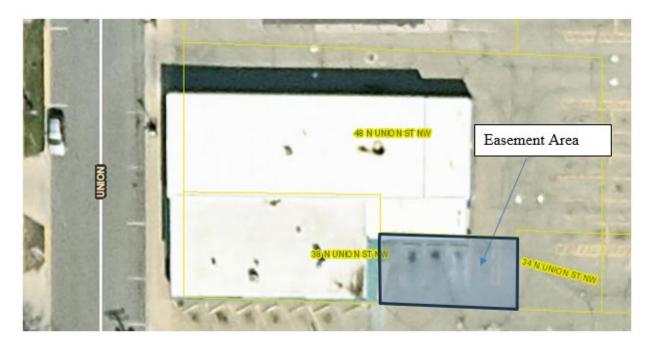
Legal Description

A portion of the Premises situated in the Village of Sparta, County of Kent, and State of Michigan to wit:

Lot 3, except the South 37.6 feet and also except the North 2 feet of the East 54.15 feet. Also the South 13 feet of the West 77.85 feet of Lot 2, Block 2, Village of Sparta, Kent County, Michigan, according to the recorded plat thereof.

Exhibit B

Easement Area



PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT ("Agreement") is made on this ____ day of _____, 2025 (the "Effective Date"), by and between JNJ INVESTMENTS LLC, a Michigan limited liability company, whose address is 11255 Phelps Avenue, Sparta, MI 49345 (hereinafter called the "Grantor") and VILLAGE OF SPARTA, a Michigan municipal corporation, whose address is 156 East Division, Sparta, MI 49345 (hereinafter called the "Village"). Any reference to the Village in this Agreement refers to the Village and its employee, contractors, successors, licensees, invitees, and assigns.

RECITALS

WHEREAS, the Grantor is the owner of real property in the Village of Sparta, County of Kent, and the State of Michigan, commonly known as 171 East Division Street NW, Sparta, Michigan 49345 and parcel number 41-05-14-353-026, as described in the attached Exhibit A (the "Premises");

WHEREAS, the Village wishes to utilize a portion of the Premises for the purpose of pedestrian and vehicular parking, access, ingress, egress, public events, and related uses and purposes; and

WHEREAS, the Grantor is willing to grant an easement to the Village for those purposes subject to the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises set forth herein and for other good and valuable consideration, the parties covenant and agree as follows:

AGREEMENT

- 1. <u>Description of the Easement Area</u>: The Grantor grants and conveys to the Village a permanent and perpetual easement over that portion of the Premises, more specifically depicted on the attached Exhibit A (the "Easement Area"). If the Grantor expands its permanent buildings or structures on the Premises such that the parking lot area on the Premises is reduced, the Easement Area will be reduced proportionally to account for the Premises no longer being utilized by the Grantor as a parking lot.
- 2. <u>Purpose of Easement</u>: The Village may use the Easement Area for the purpose of pedestrian and vehicular parking, access, ingress, egress, public events, and related uses and purposes. The Village may construct, improve, repair, and maintain concrete and asphalt paved surfaces within the Easement Area along with striping, curbing, gutters, and related appurtenances and facilities (the "Improvements"). Additionally, the Village may take any reasonable action necessary to maintain and operate the Easement Area as a public parking lot including, but not limited to, enforcing laws, ordinances, and rules and plowing or removing snow and ice.
- 3. Rent, Fees and Charges: As consideration for this Agreement, the Village shall pay all costs of keeping the Improvements in reasonably good condition, wear and tear excepted, subject to appropriation of funds by the Village Council of the Village of Sparta. Recognizing that the

- appropriation of funds is within the discretion of the Village Council of the Village of Sparta, nothing in this Agreement will be interpreted to obligate the Village to expend any sums until appropriate by the Village Council of the Village of Sparta.
- 4. <u>Liability Insurance</u>: Village shall maintain public liability insurance with limits of not less than \$1,000,000.00 providing coverage for claims related to personal injury and property damage on the Easement Area.
- 5. <u>Amendments</u>: This Agreement contains all of the agreements and understandings of the parties hereto and shall not be amended or changed in any way, unless any such amendment is done in writing and is signed by both Village and the Grantor.
- 6. <u>Prior Agreements</u>: Any and all prior agreements, leases, or other arrangements between the parties hereto covering the Easement Area are hereby canceled and are for all purposes null and void, and of no further force or effect, except for matters specified in this document as continuing.
- 7. <u>Representations of Authority</u>: The parties represent and warrant that they have full authority to enter into this Agreement and to make it binding.
- 8. Runs with the Land. This Agreement runs with the land and binds and burdens the Grantor and Village and their heirs, successors, and assigns.
- 9. <u>Controlling Law</u>: The laws of Michigan shall control any disputes arising out of the interpretation or operation of this Agreement, and venue shall be proper in Kent County.
- 10. <u>Duplicate</u>: This document may be executed in duplicate but constitutes only one contract or agreement.
- 11. <u>Governmental Immunity</u>: Nothing in this Agreement is intended to limit the Village's immunity afforded under the Governmental Liability for Negligence Act, Act No. 170 of Public Acts of 1964 or otherwise.
- 12. <u>Transfer Tax Exemption</u>. This instrument is exempt from real estate transfer tax as the consideration paid is less than \$100.

Remainder of page left intentionally blank.

That Parties have executed this Agreement on the date first written above.	That	Parties	have	executed	this	Agreer	nent o	on the	date	first	written	above.
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		"VILLAGE	E OF SPARTA"
		By: Robert Its: Villag	
		By: James Its: Village	
STATE OF MICHIGAN COUNTY OF)) ss.)		
	Village Pr	acknowledged before mo esident, and James Lowe	e on this day of er, Village Manager, of the Villag
			County, Michigan
		Acting in	County, Michigan
[the remainder of	this page i	ntentionally left blank; s	ignature page to follow]

		"GRANTOR JNJ INVEST	Y" TMENTS LLC
		Ву:	
		Its:	
STATE OF MICHIGAN)		
COUNTY OF) ss.)		
The foregoing instrum	nent was acknowle	edged before me	on this day of
2025, by	, the		of JNJ Investments, LLC
a Michigan limited liability co	ompany, for the co	ompany.	
	Notary	y Public,	County, Michigan
	My co	mmission expire	es:
	Acting	2 in	County, Michigan

Prepared by and after recording return to: James Lower

James Lower Village Manager 156 East Division Sparta, MI 49345

Exhibit A

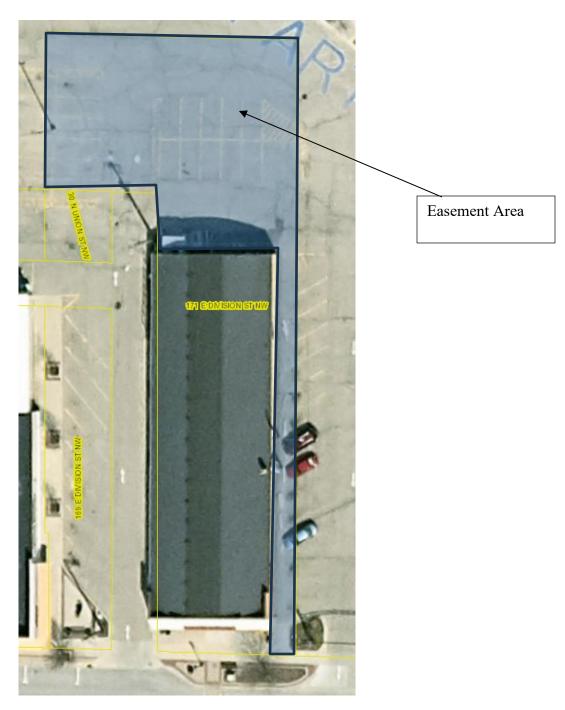
Legal Description

A portion of the Premises situated in the Village of Sparta, County of Kent, and State of Michigan to wit:

Lot 2, except the South 13 feet of the West 77.85 feet; ALSO, the South 6 feet of Lot 1; ALSO, the South 72 feet of the West 35 feet of Lot 21; all in Block 2, Village of Sparta, according to the Plat thereof, as recorded in Liber 2 of Plats, Page 5.

Exhibit B

Easement Area



PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT ("Agreement") is made on this ____ day of _____, 2024 (the "Effective Date"), by and between JS REALTY, LLC, a Michigan limited liability company, whose address is 48 North Union Street NW, Sparta, Michigan 49345 (hereinafter called the "Grantor") and VILLAGE OF SPARTA, a Michigan municipal corporation, whose address is 156 East Division, Sparta, MI 49345 (hereinafter called the "Village") Any reference to the Village in this Agreement refers to the Village and its employee, contractors, successors, licensees, invitees, and assigns.

RECITALS

WHEREAS, the Grantor is the owner of real property in the Village of Sparta, County of Kent, and the State of Michigan, commonly known as 48 North Union Street NW, Sparta, Michigan 49345 and parcel number 41-05-14-353-055, as described in the attached Exhibit A (the "Premises");

WHEREAS, the Village wishes to utilize a portion of the Premises for the purpose of pedestrian and vehicular parking, access, ingress, egress, public events, and related uses and purposes; and

WHEREAS, the Grantor is willing to grant an easement to the Village for those purposes subject to the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises set forth herein and for other good and valuable consideration, the parties covenant and agree as follows:

AGREEMENT

- 1. <u>Description of the Easement Area</u>: The Grantor grants and conveys to the Village a permanent and perpetual easement over that portion of the Premises, more specifically depicted on the attached Exhibit A (the "Easement Area"). If the Grantor expands its permanent buildings or structures on the Premises such that the parking lot area on the Premises is reduced, the Easement Area will be reduced proportionally to account for the Premises no longer being utilized by the Grantor as a parking lot.
- 2. <u>Purpose of Easement</u>: The Village may use the Easement Area for the purpose of pedestrian and vehicular parking, access, ingress, egress, public events, and related uses and purposes. The Village may construct, improve, repair, and maintain concrete and asphalt paved surfaces within the Easement Area along with striping, curbing, gutters, and related appurtenances and facilities (the "Improvements"). Additionally, the Village may take any reasonable action necessary to maintain and operate the Easement Area as a public parking lot including, but not limited to, enforcing laws, ordinances, and rules and plowing or removing snow and ice.
- 3. Rent, Fees and Charges: As consideration for this Agreement, the Village shall pay all costs of keeping the Improvements in reasonably good condition, wear and tear excepted, subject to appropriation of funds by the Village Council of the Village of Sparta. Recognizing that the

- appropriation of funds is within the discretion of the Village Council of the Village of Sparta, nothing in this Agreement will be interpreted to obligate the Village to expend any sums until appropriate by the Village Council of the Village of Sparta.
- 4. <u>Liability Insurance</u>: Village shall maintain public liability insurance with limits of not less than \$1,000,000.00 providing coverage for claims related to personal injury and property damage on the Easement Area.
- 5. <u>Amendments</u>: This Agreement contains all of the agreements and understandings of the parties hereto and shall not be amended or changed in any way, unless any such amendment is done in writing and is signed by both Village and the Grantor.
- 6. <u>Prior Agreements</u>: Any and all prior agreements, leases, or other arrangements between the parties hereto covering the Easement Area are hereby canceled and are for all purposes null and void, and of no further force or effect, except for matters specified in this document as continuing.
- 7. <u>Representations of Authority</u>: The parties represent and warrant that they have full authority to enter into this Agreement and to make it binding.
- 8. Runs with the Land. This Agreement runs with the land and binds and burdens the Grantor and Village and their heirs, successors, and assigns.
- 9. <u>Controlling Law</u>: The laws of Michigan shall control any disputes arising out of the interpretation or operation of this Agreement, and venue shall be proper in Kent County.
- 10. <u>Duplicate</u>: This document may be executed in duplicate but constitutes only one contract or agreement.
- 11. <u>Governmental Immunity</u>: Nothing in this Agreement is intended to limit the Village's immunity afforded under the Governmental Liability for Negligence Act, Act No. 170 of Public Acts of 1964 or otherwise.
- 12. <u>Transfer Tax Exemption</u>. This instrument is exempt from real estate transfer tax as the consideration paid is less than \$100.

Remainder of page left intentionally blank.

That Parties have executed this Agreement on the date first written above.	That	Parties	have	executed	this	Agreer	nent o	on the	date	first	written	above.
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			"VILLAGE O	F SPARTA"
			By: Robert Williage Pr	
			By: James Lov Its: Village Ma	
STATE OF MICHIGAN COUNTY OF)) ss.)			
The foregoing instr 202, by Robert Whalen of Sparta, on behalf of the	, Village Pre			n this day of Village Manager, of the Villag
		Notary Pu	ıblic,	County, Michigan
		My comm	nission expires:	County, Michigan

[the remainder of this page intentionally left blank; signature page to follow]

		"GRANTOR" JS REALTY, I	LLC	
		Ву:		
		Its:		
STATE OF MICHIGAN)			
COUNTY OF) ss.)			
The foregoing instru	ment was a	cknowledged before me or	this day of	,
The foregoing instruction 2025, by	, the ompany, for	the company.	of JS Realty, LLC	C, a
		Notary Public,	County Michigan	
		My commission expires:		
		Acting in	County, Michigan	

Exhibit A

Legal Description

A portion of the Premises situated in the Village of Sparta, County of Kent, and State of Michigan to wit:

Lot 2, except the South 13 feet of the West 77.85 feet; ALSO, the South 6 feet of Lot 1; ALSO, the South 72 feet of the West 35 feet of Lot 21; all in Block 2, Village of Sparta, according to the Plat thereof, as recorded in Liber 2 of Plats, Page 5.

Exhibit B

Easement Area



PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT ("Agreement") is made on this ____ day of _____, 2025 (the "Effective Date"), by and between RD&G PROPERTIES, LLC, a Michigan limited liability company, whose address is 12815 Oak Highland Drive, Lowell, Michigan 49331 (hereinafter called the "Grantor") and VILLAGE OF SPARTA, a Michigan municipal corporation, whose address is 156 East Division, Sparta, MI 49345 (hereinafter called the "Village") Any reference to the Village in this Agreement refers to the Village and its employee, contractors, successors, licensees, invitees, and assigns.

RECITALS

WHEREAS, the Grantor is the owner of real property in the Village of Sparta, County of Kent, and the State of Michigan, commonly known as 32 North Union Street NW, Sparta, Michigan 49345 and parcel number 41-05-14-353-012, as described in the attached Exhibit A (the "Premises");

WHEREAS, the Village wishes to utilize a portion of the Premises for the purpose of pedestrian and vehicular parking, access, ingress, egress, public events, and related uses and purposes; and

WHEREAS, the Grantor is willing to grant an easement to the Village for those purposes subject to the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises set forth herein and for other good and valuable consideration, the parties covenant and agree as follows:

<u>AGREEMENT</u>

- 1. <u>Description of the Easement Area</u>: The Grantor grants and conveys to the Village a permanent and perpetual easement over that portion of the Premises, more specifically depicted on the attached Exhibit A (the "Easement Area"). If the Grantor expands its permanent buildings or structures on the Premises such that the parking lot area on the Premises is reduced, the Easement Area will be reduced proportionally to account for the Premises no longer being utilized by the Grantor as a parking lot.
- 2. <u>Purpose of Easement</u>: The Village may use the Easement Area for the purpose of pedestrian and vehicular parking, access, ingress, egress, public events, and related uses and purposes. The Village may construct, improve, repair, and maintain concrete and asphalt paved surfaces within the Easement Area along with striping, curbing, gutters, and related appurtenances and facilities (the "Improvements"). Additionally, the Village may take any reasonable action necessary to maintain and operate the Easement Area as a public parking lot including, but not limited to, enforcing laws, ordinances, and rules and plowing or removing snow and ice.
- 3. Rent, Fees and Charges: As consideration for this Agreement, the Village shall pay all costs of keeping the Improvements in reasonably good condition, wear and tear excepted, subject to appropriation of funds by the Village Council of the Village of Sparta. Recognizing that the appropriation of funds is within the discretion of the Village Council of the Village of Sparta, nothing in this Agreement will be interpreted to obligate the Village to expend any sums until appropriate by the Village Council of the Village of Sparta.

- 4. <u>Liability Insurance</u>: Village shall maintain public liability insurance with limits of not less than \$1,000,000.00 providing coverage for claims related to personal injury and property damage on the Easement Area.
- 5. <u>Amendments</u>: This Agreement contains all of the agreements and understandings of the parties hereto and shall not be amended or changed in any way, unless any such amendment is done in writing and is signed by both Village and the Grantor.
- 6. <u>Prior Agreements</u>: Any and all prior agreements, leases, or other arrangements between the parties hereto covering the Easement Area are hereby canceled and are for all purposes null and void, and of no further force or effect, except for matters specified in this document as continuing.
- 7. <u>Representations of Authority</u>: The parties represent and warrant that they have full authority to enter into this Agreement and to make it binding.
- 8. <u>Runs with the Land</u>. This Agreement runs with the land and binds and burdens the Grantor and Village and their heirs, successors, and assigns.
- 9. <u>Controlling Law</u>: The laws of Michigan shall control any disputes arising out of the interpretation or operation of this Agreement, and venue shall be proper in Kent County.
- 10. <u>Duplicate</u>: This document may be executed in duplicate but constitutes only one contract or agreement.
- 11. <u>Governmental Immunity</u>: Nothing in this Agreement is intended to limit the Village's immunity afforded under the Governmental Liability for Negligence Act, Act No. 170 of Public Acts of 1964 or otherwise.
- 12. <u>Transfer Tax Exemption</u>. This instrument is exempt from real estate transfer tax as the consideration paid is less than \$100.

Remainder of page left intentionally blank.

That Parties have executed this Agreement on the date first written above.

"VILLAGE OF SPARTA"

	By: Robert Whalen Its: Village President	
	its. Vinago i resident	
	By: James Lower Its: Village Manager	
STATE OF MICHIGAN)	
COUNTY OF) ss.	
	,	
	rument was acknowledged before me on this day	of
The foregoing ins 202, by Robert Whale	n, Village President, and James Lower, Village Mana	
The foregoing ins 202, by Robert Whale	n, Village President, and James Lower, Village Mana	
The foregoing ins 202, by Robert Whale	n, Village President, and James Lower, Village Mana Village.	ger, of the Villa
The foregoing ins	n, Village President, and James Lower, Village Mana	ger, of the Villa

		"GRANTOR"		
		RD&G Properti liability company	es, LLC, a Michigan	limited
		Ву:		
		Its:		
STATE OF MICHIGAN)			
COUNTY OF) ss.)			
The foregoing ins	trument was	acknowledged before me on t	this day of	,
2025, by a Michigan limited liabili	, the		of RD&G Propertie	s, LLC,
		Notary Public, My commission expires:	County, Michigan	
		Acting in	County, Michigan	

Prepared by and after recording return to:

James Lower Village Manager 156 East Division Sparta, MI 49345

Exhibit A Legal Description

A portion of the Premises situated in the Village of Sparta, County of Kent, and State of Michigan to wit:

The East 65 feet of Lot 6, except the South 169.6 feet, Block 2, Plat of the Village of Sparta, according to the plat thereof as recorded in Liber 2 of Plats, page 5.

Exhibit B

Easement Area



PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT ("Agreement") is made on this ____ day of _____, 2024 (the "Effective Date"), by and between SPARTA TOWNSHIP, a Michigan general law township, whose address is 160 East Division Street, Sparta, Michigan 49345 (hereinafter called the "Grantor") and VILLAGE OF SPARTA, a Michigan municipal corporation, whose address is 156 East Division, Sparta, MI 49345 (hereinafter called the "Village") Any reference to the Village in this Agreement refers to the Village and its employee, contractors, successors, licensees, invitees, and assigns.

RECITALS

WHEREAS, the Grantor is the owner of real property in the Village of Sparta, County of Kent, and the State of Michigan, commonly known as 80 North Union Street NW, Sparta, Michigan 49345 and parcel number 41-05-14-353-060, as described in the attached Exhibit A (the "Premises");

WHEREAS, the Village wishes to utilize a portion of the Premises for the purpose of pedestrian and vehicular parking, access, ingress, egress, public events, and related uses and purposes; and

WHEREAS, the Grantor is willing to grant an easement to the Village for those purposes subject to the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises set forth herein and for other good and valuable consideration, the parties covenant and agree as follows:

AGREEMENT

- 1. <u>Description of the Easement Area</u>: The Grantor grants and conveys to the Village a permanent and perpetual easement over that portion of the Premises, more specifically depicted on the attached Exhibit A (the "Easement Area"). If the Grantor expands its permanent buildings or structures on the Premises such that the parking lot area on the Premises is reduced, the Easement Area will be reduced proportionally to account for the Premises no longer being utilized by the Grantor as a parking lot.
- 2. <u>Purpose of Easement</u>: The Village may use the Easement Area for the purpose of pedestrian and vehicular parking, access, ingress, egress, public events, and related uses and purposes. The Village may construct, improve, repair, and maintain concrete and asphalt paved surfaces within the Easement Area along with striping, curbing, gutters, and related appurtenances and facilities (the "Improvements"). Additionally, the Village may take any reasonable action necessary to maintain and operate the Easement Area as a public parking lot including, but not limited to, enforcing laws, ordinances, and rules and plowing or removing snow and ice.

- 3. Rent, Fees and Charges: As consideration for this Agreement, the Village shall pay all costs of keeping the Improvements in reasonably good condition, wear and tear excepted, subject to appropriation of funds by the Village Council of the Village of Sparta. Recognizing that the appropriation of funds is within the discretion of the Village Council of the Village of Sparta, nothing in this Agreement will be interpreted to obligate the Village to expend any sums until appropriate by the Village Council of the Village of Sparta.
- 4. <u>Liability Insurance</u>: Village shall maintain public liability insurance with limits of not less than \$1,000,000.00 providing coverage for claims related to personal injury and property damage on the Easement Area.
- 5. <u>Amendments</u>: This Agreement contains all of the agreements and understandings of the parties hereto and shall not be amended or changed in any way, unless any such amendment is done in writing and is signed by both Village and the Grantor.
- 6. <u>Prior Agreements</u>: Any and all prior agreements, leases, or other arrangements between the parties hereto covering the Easement Area are hereby canceled and are for all purposes null and void, and of no further force or effect, except for matters specified in this document as continuing.
- 7. <u>Representations of Authority</u>: The parties represent and warrant that they have full authority to enter into this Agreement and to make it binding.
- 8. <u>Runs with the Land</u>. This Agreement runs with the land and binds and burdens the Grantor and Village and their heirs, successors, and assigns.
- 9. <u>Controlling Law</u>: The laws of Michigan shall control any disputes arising out of the interpretation or operation of this Agreement, and venue shall be proper in Kent County.
- 10. <u>Duplicate</u>: This document may be executed in duplicate but constitutes only one contract or agreement.
- 11. <u>Governmental Immunity</u>: Nothing in this Agreement is intended to limit the Village's immunity afforded under the Governmental Liability for Negligence Act, Act No. 170 of Public Acts of 1964 or otherwise.
- 12. <u>Transfer Tax Exemption</u>. This instrument is exempt from real estate transfer tax as the consideration paid is less than \$100.

Remainder of page left intentionally blank.

That Parties have executed this Agreement on the date first written above.

"VILLAGE OF SPARTA"
By: Robert Whalen Its: Village President
By: James Lower Its: Village Manager
cknowledged before me on this day of sident, and James Lower, Village Manager, of the Villag
Notary Public,County, Michigan My commission expires: Acting inCounty, Michigan

[the remainder of this page intentionally left blank; signature page to follow]

	"GRANTOR" Sparta Township, a Michigan general lav township
	By:
	Its:
STATE OF MICHIGAN)	
STATE OF MICHIGAN) ss COUNTY OF)	
The foregoing instrument	was acknowledged before me on this day of
	ne of Sparta Township,
	Notary Public,County, Michigan My commission expires:
	Acting inCounty, Michigan

Prepared by and after recording return to: James Lower

James Lower Village Manager 156 East Division Sparta, M

Exhibit A

Legal Description

A portion of the Premises situated in the Village of Sparta, County of Kent, and State of Michigan to wit:

PART OF LOTS 18 & 21 BLK 2 COM 175 FT E FROM NW COR OF LOT 1 BLK 2 OF SD PLAT TH W TO SD NW COR TH N 146 FT TH E 132 FT TH N 166 FT TH S 66D 00M E TO E LINE LOT 18 TH S 159.50 FT TH W A PT 360 FT E & 62 FT N FROM NW COR OF SD LOT 1 TH S TO A PT WHICH IS 335 FT N FROM S LINE OF SD BLK 2 TH WLY TO BEG * VILLAGE OF SPARTA.

Exhibit B

Easement Area





ACTION MEMO Staff Communication

DATE: February 17, 2025

TO: Village President Whalen and Members of Council

FROM: William Hunter, Director of Public Works RE: Loomis Street Bridge Funding Overview

BACKGROUND

In October 2024, staff provided a report to the Village Council detailing the findings from an inspection conducted by OHM Engineering on November 10, 2023. The inspection revealed several critical issues regarding the structural integrity and safety of the Loomis Bridge, built in 1971 on concrete abutments dating back to 1920. Significant deterioration was noted in the tie rods, beams, and abutments. The bridge railings and deck were also found to be substandard in both condition and width, impacting vehicular safety.

At that time, the total project cost was estimated at \$2,197,000, with the Village proposing a 5% local match of approximately \$110,000, not including engineering (\$212,000) and construction administration/testing (\$330,000). Staff recommended proceeding with a 5% match, given that the Village was already committed to covering the full cost of engineering, which represented a substantial financial burden.

CURRENT UPDATE AND NEW CONSIDERATIONS

The estimated construction cost remains \$2,197,000. However, our consultant now recommends increasing the local match to 50% to improve our chances of securing grant funding, as the project's total cost exceeds the available resources for the Michigan Local Agency Bridge Program.

The grant still does not cover engineering and construction administration/testing costs and must be factored into the actual project cost to the Village. Below is a detailed breakdown of the expenses for both the 5% and 50% local match scenarios:

Cost Breakdown:

• Engineering: \$212,000

• Construction administration and testing: \$330,000

• Total non-construction costs: \$542,000

Local Match Scenarios:

- 1. 5% Local Match
 - a. 5% of Construction Cost: \$110,000
 - b. Total Cost to the Village: \$652,000 (including engineering & admin/testing)
- 2. 50% Local Match

a. 50% of Construction Cost: \$1,098,500b. Total Cost to the Village: \$1,640,500

RECOMMENDATION:

Given the significant cost difference between these scenarios and the relatively low traffic volume on the Loomis Street bridge, staff recommends careful consideration. Currently, the bridge is safe and usable, and alternate routes exist via Gunn Street and River Road. Staff estimates the N. Union Street Bridge carries 5 to 6 times more traffic than Loomis. Accurate traffic counts can be requested from the Grand Valley Metro Council (GVMC) to confirm this.

Staff seeks direction from the Village Council:

- Should we proceed with a higher-match funding application, knowing it would require the Village to forgo other road projects for the next 2 to 3 years?
- Or, should we plan to close the bridge if future inspections determine it to be unsafe, given the alternate routes available for local traffic?



ACTION MEMO Staff Communication

DATE: February 17, 2025

TO: Village President Whalen and Members of Council

FROM: James A. Lower, Village Manager

RE: Res. 25-04 A resolution of intent to alter the village boundaries

SUMMARY OF REQUEST:

Background:

The owners of the property described in the attached survey and legal description have formally requested a direct annexation into the village. This request follows more than 25 years of back-and-forth dialogue with Sparta Township over the zoning and development potential of the property, involving both the prior and current owners. While some progress has been made, such as the rezoning from AG1 to AG2 and the granting of a special land use permit for an event venue, the parcel still faces development challenges.

The two primary issues are the lack of municipal water and sewer services and Sparta Township's zoning regulations. Much of the land does not perc, and multiple wells would be needed to support potential housing on the parcel. Additionally, Sparta Township requires a minimum lot size of one acre, along with other restrictions on home size and type, making the cost of development prohibitively high for most middle-class families.

Attempts to Negotiate with the Township:

Since as far back as 2005, the property owners and the village have attempted to negotiate a 425 agreement with Sparta Township to allow village services to be extended to the property, enabling reasonable and economically viable development. These efforts have been consistently met with deep-seated ideological and emotional opposition.

In the summer and fall of 2023, shortly after I began working with the village, I was asked to again attempt to negotiate a 425 agreement with Sparta Township. The township declined, for reasons we will detail later. After a cooling-off period of more than a year—during which the village updated its master plan and zoning—we re-approached the township to revisit the possibility of a 425 agreement. This time, we enlisted Kent County's assistance as a mediator to ensure discussions were based on facts rather than hypothetical concerns, fears, or emotions. Unfortunately, after just one meeting, Sparta Township withdrew from the discussions and has refused to consider a 425 agreement for this property.

Concerns Raised by Sparta Township and Neighboring Property Owners:

Sparta Township's overarching concern is the potential for a "leapfrog" effect, fearing that annexing this property—or even approving a 425 agreement—would trigger a broader wave of development. They worry that farmland prices will skyrocket, forcing farms to compete with developers in an open marketplace for land they believe should be reserved for agriculture.

Philosophically, the township believes that preserving farmland requires large lot sizes and zoning regulations that make residential development economically unfeasible.

Additional concerns raised include:

- Increased traffic
- Whether the school district can accommodate more students
- Potential harm to village businesses if commercial development occurs along M-37
- The argument that there are already developable parcels within the village

For neighboring property owners, the primary concern is what they will see in their backyards. While they may cite other issues, their most direct concern is the impact on their immediate surroundings.

Corewell Health 425 Agreement:

Sparta Township believes it can block this annexation by citing language in the 2009 Corewell Health 425 agreement. Specifically, they claim the agreement prevents annexation of land west of the "Goodfellow Parcel" or immediately south of the Corewell facility. This was a key reason they withdrew from recent negotiations.

The village disagrees with this interpretation for several reasons:

- 1. Act 425 agreements are limited in scope. They are only intended for economic development purposes on the land explicitly covered by the agreement. There is no legal precedent for using a 425 agreement to regulate land not included in the transfer. Doing so violates provisions of the Act and infringes upon the due process rights of affected landowners, who would otherwise be entitled to public notices and referendum rights.
- 2. The 2009 village council lacked the authority to make such an agreement. A village council cannot bind the actions of future councils in this manner, nor can it impose conditions on the Kent County Board of Commissioners, which is the authority that decides direct annexation requests. Recent legal cases, particularly those from the COVID era, have repeatedly struck down similar unauthorized delegations of legislative power.
- 3. There is no case law supporting this restrictive use of a 425 agreement. While Michigan courts have invalidated several "sham" 425 agreements, no municipality has previously attempted to regulate non-transferred land in this way—further highlighting the legally dubious nature of this restriction.

4. Even a strict interpretation of the agreement would not fully block annexation. Due to the vague wording in the agreement, a literal reading would result in an oddly shaped annexation boundary, where the corner of 12 Mile and M-37 would remain outside the village, but the rest of the parcel could still be annexed. This underscores how poorly written and ineffective the restriction is, even if one were to accept its validity. (The image below shows how an annexation could work if this language were considered valid. The red area could be annexed while still following the disputed 425 wording)



Reasons for Annexation:

This parcel presents a valuable opportunity to address key community needs, particularly the demand for affordable housing. While some residents can afford multi-million-dollar homes, many others cannot.

Kent County, in partnership with Housing Next and the Grand Rapids Chamber of Commerce, has studied regional housing needs. Their findings indicate that areas outside Grand Rapids require at least **20,000 new housing units by 2027** just to meet demand.

Through our master planning process, we identified this parcel as an ideal location for new housing. We also identified flaws in our existing zoning and have since undertaken significant reforms to allow for greater flexibility and more cost-effective housing solutions.

The fact that property owners **want** to be annexed into the village—even knowing it will result in higher taxes—demonstrates their confidence in the village's professional, predictable, and modern approach to planning and zoning.

Annexing the parcel will:

- Ensure that development is overseen by the village's planning commission and council
- Allow municipal sewer and water to be extended to the property
- Generate future tax revenue for both the village and township

Importantly, village residents are also township residents, meaning the township will continue to benefit from future tax growth while providing only limited services to the property. The only real loss to the township is control over the development's layout and zoning.

The township has also noted, that there are other undeveloped parcels in the village. This is true; however, we are working with those land owners on development plans and doing everything within the villages power to make the process smooth and economical. Furthermore, it would be easy to flip this argument around and point out that the there are tens of thousands of acres of prime farmland under cultivation in the township. Therefore, they could simply continue utilizing that land for farming, rather than trying to force an agricultural use on this property owner.

Process:

If the council approves **Resolution 25-04**, the petition will be signed and sent to Kent County. The county will then schedule and advertise a public hearing, and possibly hold a committee meeting on the matter—similar to the smooth annexation process for the 13 Mile Road property last year.

However, unlike that previous case, opposition from Sparta Township and neighboring property owners is expected. This is a normal and **healthy** part of the process. Disagreements do not indicate wrongdoing; rather, they underscore the need for a third party—the **Kent County Board of Commissioners**—to resolve the issue.

All attempts to negotiate locally have failed.

Financial Impact:

Annexation will **increase General Fund, Sewer Fund, and Water Fund revenue** by an undetermined but positive amount. Any engineering and legal fees will be covered by the property owner.

Budget Action Required:

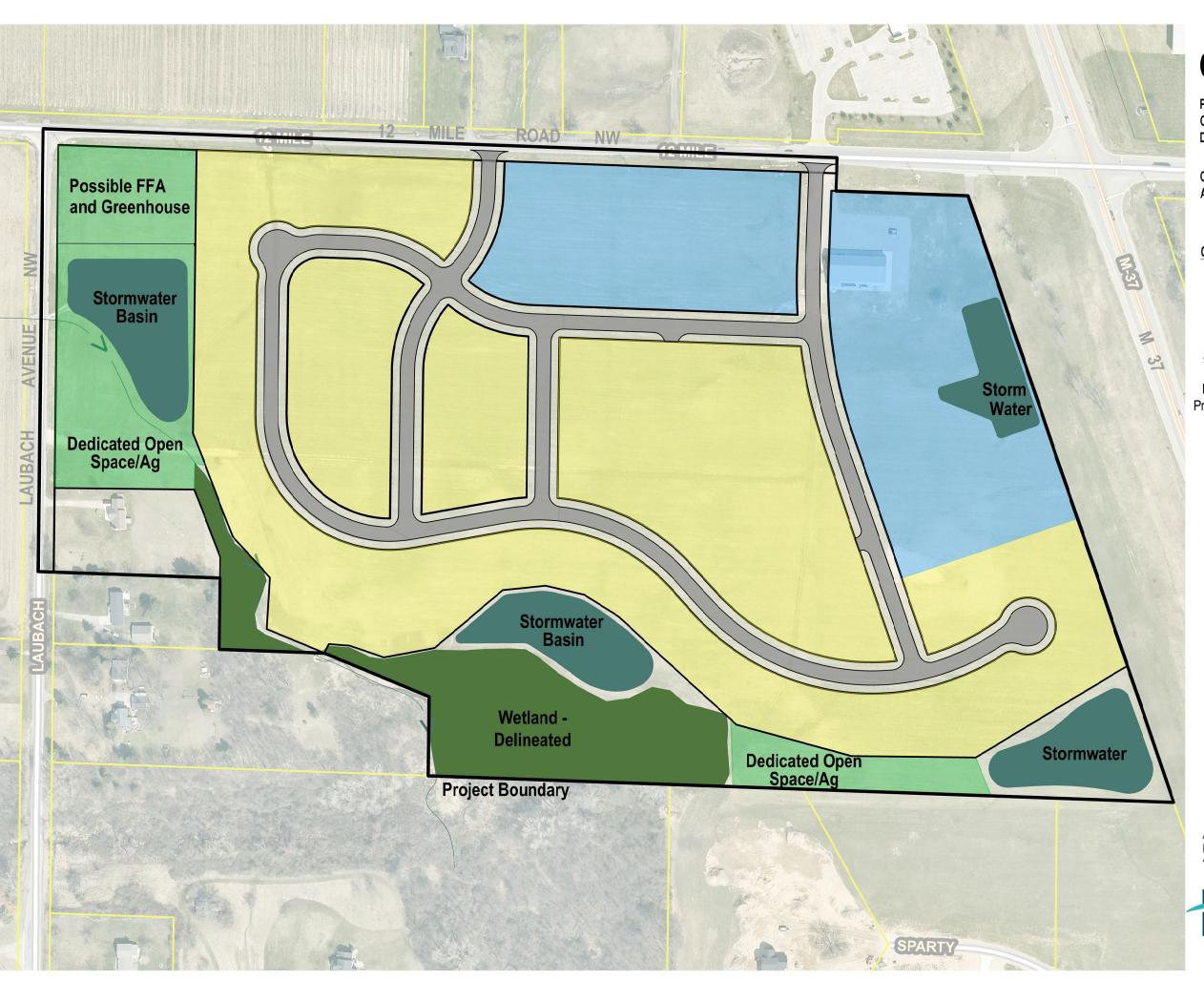
None.

Staff Recommendation:

If the village council wishes to move forward with the annexation, **passing Resolution 25-04** is the next step. Staff believes that concerns raised by neighboring property owners can be addressed through the village site plan review process, which is overseen by the planning commission and village council.

- Visual concerns regarding backyard views can be mitigated through thoughtful site planning.
- **Traffic issues** can be assessed once annexation is complete and an actual site plan is available—speculative studies at this stage would be premature.
- Sparta Area Schools actually need 500+ additional students, so increased enrollment would be beneficial rather than burdensome.
- Conceptual Site Plan: In collaboration with the property owner, staff developed the attached conceptual site plan to help illustrate a thoughtful and balanced approach to development. Our intent was to present this plan to Sparta Township during the 425 negotiations as a demonstration of the property owner's willingness to find common ground and avoid a contentious political dispute before the Kent County Board of Commissioners. While those discussions did not move forward, this site plan remains a strong example of how the property could be developed through the village's planning and zoning process.

It is also worth noting that annexing this parcel aligns with the village's **official master plan**, which was unanimously approved after nearly a year of public input. Moving forward with annexation is consistent with our long-term goals as a community.



Concept Plan

Project: 57.9 +/- Ac Site City: Sparta Township, MI

Date: 02-12-2025

Client: CD Momber Sales, LLC Address: 2124 12 Mile Road, NW Sparta, MI 49345

Concept Information

Site Area: 57.9 ac

Lot Types: Single/Multi-Family, Business

Zoning Information

Existing Zoning: Ag-2 Agricultural

Proposed Zoning: R-H High Density Residential

B - Business

Legend



B - Business

Dedicated Open Space / Ag. / Preservation Area

R-H Residential High Density

Storm Pond

Olsen Drainageway



Plymouth, MN



763-340-0699

VILLAGE COUNCIL VILLAGE OF SPARTA

Kent County, Michigan

Council member,	supported	by	Council	member	,	moved	the
adoption of the following resolution:							

RESOLUTION NO. 25-04

RESOLUTION OF INTENT TO ALTER THE VILLAGE BOUNDARIES

WHEREAS, it is to the mutual advantage and benefit of the citizens of the Village to promote mixed-use development that provides diverse housing options and commercial opportunities, thereby improving the general economic condition of the Village; and

WHEREAS, CD Momber Sales, LLC (the "Owner") owns approximately 58 acres of property located at 2124 12 Mile Road NW (the "Property") has requested access to Village services including, but not limited to municipal water and wastewater; and

WHEREAS, the Property is currently located within neighboring Sparta Township; and

WHEREAS, the Village would like to alter its boundaries to annex the Property in order to provide the requested services and help facilitate the development of a mixed-use project; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. In accordance with Section 6 of the General Law Village Act (1895 PA 3, as amended, MCL 74.6), the Village Council of the Village of Sparta, Kent County, Michigan, shall petition the Board of Commissioners of Kent County to annex to the Village the following described land:

SEE ATTACHED LEGAL DESCRIPTION---METES AND BOUNDS

- 2. The Village President and Village Clerk are authorized to sign said petition and shall attach a certified copy of this Resolution to said petition.
- 3. The petition shall request that the Kent County Board of Commissioners hold a public hearing and take action on the Village's annexation request.
- 4. All resolutions and parts of resolutions are, to the extent of any conflict with this Resolution, rescinded.

YEAS: Council members:	
NAYS: Council members:	
ABSTAIN: Council members:	
ABSENT: Council members:	
RESOLUTION DECLARED ADOPTED,	
<u>CER</u>	ΠΕΙCATION
· · · · · · · · · · · · · · · · · · ·	ne and complete copy of a resolution adopted by the ent County, Michigan, at a regular meeting held on
Date:, 2025	Kristen Phelps, Clerk

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED

Part of the Northwest Quarter of Section 27, Township 9 North, Range 12 West, Sparta Township, Kent County, Michigan, described as:

Commencing at the Northwest Corner of said Section; thence South 88 degrees 49 minutes 33 seconds East along the North section line 1670.04 feet; thence South 01 degrees 10 minutes 27 seconds West 70.0 feet to the South line of 12 Mile Road; thence South 88 degrees 49 minutes 33 seconds East along said South line 278.42 feet to the Southwesterly line of M-37; thence South 19 degrees 38 minutes 03 seconds East along said Southwesterly line 1346.0 feet to the South line of the North one-half of the Northwest Quarter; thence North 88 degrees 52 minutes 36 seconds West along said South line 2009.93 feet to the East line of the West 383 feet of the Northwest Quarter; thence North 00 degrees 16 minutes 34 seconds West along said East line 400.0 feet to the North line of the South 400 feet of the North one-half of the Northwest Quarter; thence Westerly along said North line 383.0 feet to the West section line; thence North 00 degrees 16 minutes 34 seconds West along the West section line; thence North 00 degrees 16 minutes 34 seconds West along the West section line 930.75 feet to the Point of Beginning;

EXCEPTING therefrom: Commencing 1330.75 feet South 00 degrees 38 minutes 27 seconds West along the West section line and 383.0 feet South 87 degrees 57 minutes 35 seconds East along the South line of the Northwest Quarter of the Northwest Quarter from the Northwest Corner of said Section; thence South 87 degrees 57 minutes 35 seconds East along said South line 442.0 feet; thence North 00 degrees 38 minutes 27 seconds East 166.22 feet; thence North 67 degrees 21 minutes 06 seconds West 237.94 feet; thence North 87 degrees 57 minutes 35 seconds West 221.33 feet to the East line of the West 383 feet of the Northwest Quarter; thence South 00 degrees 38 minutes 27 seconds West along said East line 250.0 feet to the Point of Beginning.

Property Address: 2142 12 Mile Road NW

Parcel Number: 41-05-27-100-050

VILLAGE OF SPARTA KENT COUNTY, MICHIGAN

The Village Council of the Village of Sparta, Kent County, Michigan, having previously adopted a resolution determining the desirability of annexing to the Village of Sparta, Kent County, Michigan, all of the following described lands:

Part of the Northwest Quarter of Section 27, Township 9 North, Range 12 West, Sparta Township, Kent County, Michigan, described as:

Commencing at the Northwest Corner of said Section; thence South 88 degrees 49 minutes 33 seconds East along the North section line 1670.04 feet; thence South 01 degrees 10 minutes 27 seconds West 70.0 feet to the South line of 12 Mile Road; thence South 88 degrees 49 minutes 33 seconds East along said South line 278.42 feet to the Southwesterly line of M-37; thence South 19 degrees 38 minutes 03 seconds East along said Southwesterly line 1346.0 feet to the South line of the North one-half of the Northwest Quarter; thence North 88 degrees 52 minutes 36 seconds West along said South line 2009.93 feet to the East line of the West 383 feet of the Northwest Quarter; thence North 00 degrees 16 minutes 34 seconds West along said East line 400.0 feet to the North line of the South 400 feet of the North one-half of the Northwest Quarter; thence Westerly along said North line 383.0 feet to the West section line; thence North 00 degrees 16 minutes 34 seconds West along the West section line; thence North 00 degrees 16 minutes 34 seconds West along the West section line 930.75 feet to the Point of Beginning;

EXCEPTING therefrom: Commencing 1330.75 feet South 00 degrees 38 minutes 27 seconds West along the West section line and 383.0 feet South 87 degrees 57 minutes 35 seconds East along the South line of the Northwest Quarter of the Northwest Quarter from the Northwest Corner of said Section; thence South 87 degrees 57 minutes 35 seconds East along said South line 442.0 feet; thence North 00 degrees 38 minutes 27 seconds East 166.22 feet; thence North 67 degrees 21 minutes 06 seconds West 237.94 feet; thence North 87 degrees 57 minutes 35 seconds West 221.33 feet to the East line of the West 383 feet of the Northwest Quarter; thence South 00 degrees 38 minutes 27 seconds West along said East line 250.0 feet to the Point of Beginning.

Commonly referred to as 2142 12 Mile Road NW, PPN 41-05-27-100-050.

Pursuant to Section 6, Chapter 14, Act 3 of 1895 of the Public Acts of the State of Michigan, as amended (MCL 74.6), the Village Council hereby petitions the Board of Commissioners, Kent County, Michigan, to order the annexation in accordance with the resolution and this petition. A copy of the resolution is attached and made a part of this petition by reference.

The reasons for the annexation are fully set forth in the attached resolution of the Village Council of the Village of Sparta, Kent County, Michigan. The annexation is necessary to promote business and housing development.

The Village Council requests that the Board of Commissioners set a date for the hearing of this petition and that on the date of such hearing, the Board of Commissioners order and determine that the annexation, as proposed, be approved and that lands above described be annexed and be incorporated within the corporate limits of the Village of Sparta, Kent County, Michigan.

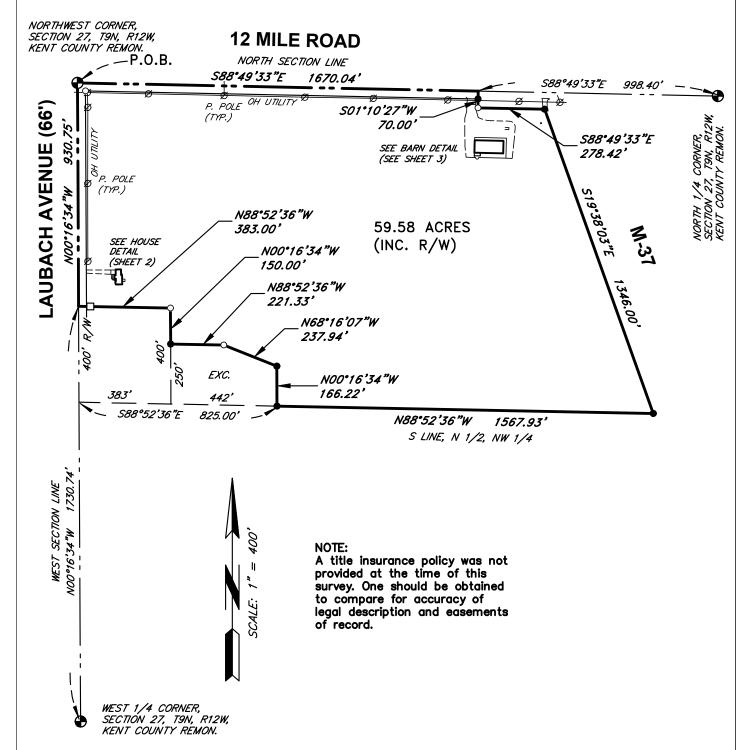
Signed at	the Sparta Civio	e Center,	75 N.	Union	St.	NW,	Sparta,	Michigan	49345,	this	day	of
VILLAGE	OF SPARTA											
By:Ro	obert Whalen, Presi	ident										
By:	risten Phelps, Clerk											

Project No. 231231 Sheet 1 of 4

Date: January 2, 2024
For: Chad Momber
2124 12 Mile NW
Sparta, MI 49345

Prop. Address: 2124 12 Mile Rd NW

LEGAL DESCRIPTION (See Sheet 4 of 4)



I hereby certify that the buildings and Improvements are located entirely thereon and that said buildings and improvements are within the property lines and that there are no existing encroachments upon the lands and property described unless otherwise shown hereon.

LEGEND

- O IRON STAKE SET
- - IRON FOUND
- WOOD STAKE
- R RECORDED DIMENSION
- O DEED DIMENSION
 P PLATTED DIMENSION
- M MEASURED DIMENSION
- Ç CENTERLINE x-x- FENCE LINE
- 5055 PLAINFIELD AVENUE, NE GRAND RAPIDS, MICHIGAN 49525

TELE. (616) 361-7220

Roosien & Associates

SURVEYING AND ENGINEERING



BY Michael Mounning

To: Sparta Village Council

From: Michael Krzciok, Airport Manager

Date: February 12, 2025

RE: Sparta Municipal Airport Monthly Report, January 2025



January Recap:

If you remember, last January (2024) featured incredibly bad flying weather. Thankfully, we had more "normal" January weather this year. As such, flight operations and fuel sales were up over 2024 and 2023. We had more snow events requiring plowing operations this January as opposed to last year and once again, our snow removal team did an excellent job with minimal impact on operations.

As some of you may have seen or heard, we had an incident with an aircraft that is based at our airport. The aircraft had to make an emergency landing in Grand Rapids after the pilot mistakenly left the towbar attached to the airplane's nose wheel. A contributing factor was the early morning departure with a negative twenty-degree windchill. Due to the weather, the pilot loaded his passengers in the hangar and pulled the aircraft out using their tug. Rushing to get the tug back in the hangar and get the aircraft fired up, he forgot to unhook the towbar from the nose wheel of the airplane. After departure, once he realized his mistake, the pilot did an excellent job of handling the emergency and made a safe landing even with the nose gear not functioning properly. There were no injuries and the plane will be back at Sparta as soon as repairs are completed. If you have further questions or concerns about this incident, please call me at 616-240-4295 to discuss.

Fuel Sales:

Month	Year	Total Transactions	Total Gallons	
January	2025	113	2324	
January	2024	61	1381	
January	2023	130	2220	
January	2022	141	3127	

Hangar Demand:

Demand for hangar space is strong but as I've mentioned, we do have one hangar available. It is one of our oldest hangars and is one of three that does not have a door which is difficult to fill this time of year. I do have a solid lead on a current tenant who is in the process of buying another airplane and will take the hangar if he is able to finalize the purchase. We added two more names to the waiting list in January.

Available Hangars	1
Upcoming Availability	0
T-hangar Waitlist	56

Shared Utilities:

Last month, I mentioned that I am working on two new private hangar projects. In conjunction with this, I am also working with our engineering firm on developing a layout for a shared water well and septic system in the area currently being developed for private hangars. This would allow for a much more efficient use of the available space instead of every hangar trying to have their own well and septic system. I had our attorney draw up a shared utility agreement that allows for payments to the Village to cover the cost of the system and for each hangar hooking up to it to share costs in an equitable manner.

Jet Fuel:

In early November last year, MDOT Aeronautics notified airports in Michigan that there would be some extra funds available from MDOT for various airport projects through a competitive grant process. After discussion with Jim Lower and Airport Committee members, we decided to apply for two grants.

- 1. Install an above ground 10,000 gallon Jet Fuel farm \$244,000.00
- 2. Additional crack sealing that was not covered in the 2024 program \$40,000.00

I was recently informed that Sparta Airport has been awarded both grants! The jet fuel farm will allow us to sell to several based aircraft that require jet fuel and to transient turbine powered aircraft that now have room to park at Sparta due to our newly expanded ramp. These additional fuel sales will add to the airport's revenue stream helping us to remain self-sufficient.

The 2024 state funded crack sealing program only allotted us enough money to complete our runway and main taxi-way. The additional crack sealing in 2025, now also funded by the state, will mean that all surfaces on the airfield needing crack sealing will have been repaired at no cost to the airport.



December 4, 2024

James Hartman, PE Development Unit Supervisor MDOT Office of Aeronautics 2700 Port Lansing Road Lansing, MI 48906

Dear Mr. Hartman,

Sparta Municipal Airport completed its 2024 state funded Crack Sealing project in November of this year. We are very grateful and appreciative of MDOT's funding for this important airport maintenance requirement. However, the amount allotted was only enough to complete Runway 7-25 and Taxiway Alpha. The funding we seek for additional crack sealing in 2025 would complete the portion of the apron that is not scheduled for reconstruction in 2025, along with the north taxiway and all t-hangar taxi lanes. These areas are in rough shape and include several 3" wide cracks.

With the runway and main taxiway having been sealed in November 2024, if approved, this additional sealing would complete all remaining pavements on the airfield. We are only seeking funding for this additional crack sealing if there is money available after airports who would have received this funding under the old crack sealing program for 2025 are able to get their pavements taken care of. If Sparta Municipal Airport were to receive this funding, we understand that our local airport fund would be responsible for any cost above the amount awarded.

Thank you for your consideration of this important maintenance project.

Sincerely.

Michael Krzciok Airport Manager

Sparta Municipal Airport

Michigan Department of Transportation 1579 (10/2024)

STATE LOCAL PROGRAM APPLICATION

This information is required to apply for State Local Program funding

INSTRUCTIONS: Use a separate form for each category of requested assistance. Complete all sections below, using additional sheets as necessary, sign and date the form. Retain a copy for your records. Return completed form to James Hartman at Michigan Department of Transportation, Office of Aeronautics, 2700 Port Lansing Road, Lansing, Michigan 48906 or e-mail HartmanJ1@Michigan.gov.

AIRPORT NAME		LOCATION ID		TELEPHONE NUMBER
Sparta Municipal Airport		8D4		(616) 240-4295
ADDRESS		ASSOCIATED CIT	Υ	
9100 Vinton Ave. NW, Sparta, MI 49	345	Sparta		
CONTACT PERSON	TITLE		E-MAIL ADDRESS	
Michael Krzciok	Airport Manager		airportmanager@s	partami.org
PROJECT CATEGORY OF GRANT RE X Maintenance C	QUEST Capital Improvement	Revenue -	Generating	Equipment
DESCRIPTION OF PROPOSED PROJE	ECT - include details as appro	priate. (Use addition	al pages as necessary.)	
Crack sealing NW portion of apron,	north taxiway, and t-hang	ar taxi-lanes. See	attached measurem	ents.
PROJECT NARRATIVE WITH JUSTIFIC	CATION AND EXPECTED BE	ENEFITS (Use additi	onal pages as necessar	у.)
The crack sealing completed at 8D4 the full \$40,000.00 amount allowed apron that is not scheduled for recomap. These areas include several	for the program. The proposition in 2025, along to 3" wide cracks. See attacks.	posed additional c with the north taxion thed photos.	rack sealing would co way and all t-hangar t	mplete the portion of the axi lanes. See attached
ADDITIONAL INFORMATION YOU WIS (Use additional pages as necessary. Pro With the runway and main taxiway remaining pavements on the airfield this additional crack sealing if there crack sealing program for 2025 are funding, we understand that our loc	having been sealed in Novad (not including areas scheme available funds left at able to get there payeme	oposed projects.) vember 2024, if apeduled for reconstrater airports who wonts taken care of.	proved, this additiona ruction in 2025). We ould have received th If Sparta Municipal A	al sealing would complete all are only seeking funding for is funding under the old irport were to receive this
STATE LOCAL PROGRAM FUNDS RE	EQUESTED	ESTIMATED	TOTAL COST OF PROJ	ECT
\$40,000.00		\$41,432.00		
ESTIMATED START DATE		ESTIMATED	COMPLETION DATE	
05/05/2024		06/01/2024		
HAS OTHER FUNDING BEEN APPLIED UNDER ANY OTHER FUNDING SOUR		IF YES, WHAT	SOURCE?	
I understand that I may be required to go the effectiveness of projects in achieving funds are committed prior to execution of reimbursement.	o State Local Program goals o	can be monitored an	d documented. I further	understand that no state
I acknowledge that I have read SIG	GNATURE			DATE
and understand the requirements noted above and included in the specific year call for projects.				12/04/2024

INSTRUCTIONS:

1. If your airport has current Pavement Condition Index (PCI) data, it is recommended to review it prior to determining the crack seal locations and quantity. PCI data can be found on MDOT Aero Website.

2. Determine the locations and quantities considering budget, PCI data, crack severity and paint condition. Please provide proposed location details by filling in

the attached table with quantities.

If you need assistance determining which cracks need to be addressed and the proper treatment application, please contact me immediately.

3. Note any key dates work cannot be scheduled or completed due to airport events or other factors.

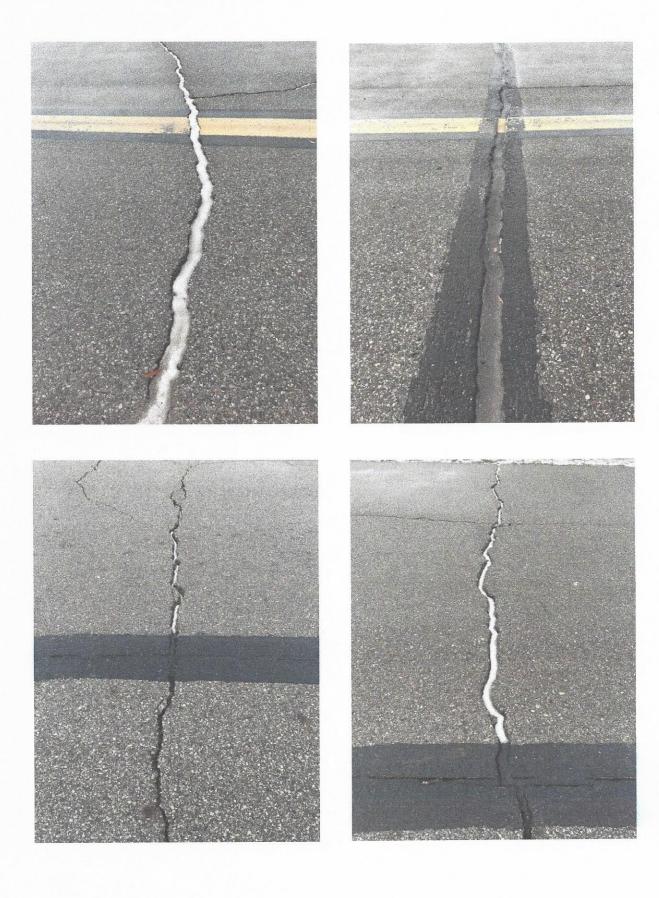
4. Please create separate concept(s) in AeroPM for sealing and marking with information that matches the Call for Project. Please do not hesitate to contact me if you have any questions.

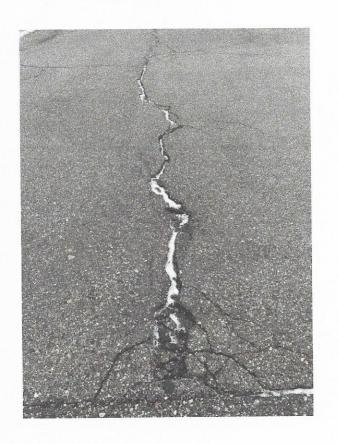
Airport Name: Sparta Municipal Airport Airport Address: 9100 Vinton Ave. Phone: 616-240-4295 Manager: Michael Krzciok Email Address: airportmanager@spartami.org Does the airport have operations with aircraft over 30,000 lbs? No X Yes Yes X No Does the airport receive Airport Improvement Program (AIP) fund? Pavement Marking (square feet) 2024 Program Crack Treatment (linear feet) White Yellow Black Crack Sealing Mastic Items Runway(s) 6450 4255 Taxiway(s) Apron(s) 1500 1300 N/A N/A Removal Other Info PCC Solid PCC Solid Solid (Please check Striated* HMA HMA one) Other Quantities (Surface Painted Hold Signs) or Comments

Please see examples next page for abbreviations and different work items.

^{*}Striated white markings can only be used on Category I runways and never used on Category II or Category III runways per FAA standard. Please refer to current airport layout plan (ALP) for runway category.











December 4, 2024

James Hartman, PE Development Unit Supervisor MDOT Office of Aeronautics 2700 Port Lansing Road Lansing, MI 48906

Dear Mr. Hartman,

Thank you for the opportunity to apply for the State/Local Airport Funding program for Paul C. Miller – Sparta Municipal Airport. We are seeking funding for the installation of a 10,000-gallon Jet A fuel tank and the associated plumbing and self-serve dispensing equipment.

Sparta Municipal Airport is a busy, vibrant community airport with two flight schools, an avionics shop, an A&P/IA aircraft mechanic, three courtesy cars, and 100 aircraft based on the field. In 2023 we completed an all-LED airfield lighting upgrade. In 2024 two new private hangars were constructed, we installed a new AWOS 3PT, completed Phase 1 of our locally funded Tree Removal/Trimming project, completed Phase 1 and 1A of our Apron Expansion and Reconstruction project, and completed runway and taxiway Alpha crack sealing.

Many of the GA airports surrounding the Grand Rapids area offer Jet fuel. Sparta Municipal is by far the busiest of these airports. We believe our recent airfield upgrades and our proximity to the Grand Rapids metro area make Sparta Municipal Airport a perfect location to offer Jet A fuel to the growing number of based and transient turbine aircraft operators. Revenue from Jet A sales will help Sparta Municipal remain a self-funded and growing airport.

If we were to receive funding, the Village of Sparta, and the surrounding area, who have been great supporters of the airport, would also benefit from the increased business opportunities that turbine traffic and the continued growth of the airport would undoubtedly bring to the local community.

I have included a copy of our ACIP with the application for your review. Airport leadership and the tenants here at Sparta Municipal are all passionate about General Aviation and we are very excited about our upcoming airfield projects. I would like to thank you for your consideration and for providing airports like ours with opportunities for continued growth.

Sincerely.

Michael Krzciok Airport Manager

Sparta Municipal Airport

Michigan Department of Transportation 1579 (10/2024)

STATE LOCAL PROGRAM APPLICATION

This information is required to apply for State Local Program funding

INSTRUCTIONS: Use a separate form for each category of requested assistance. Complete all sections below, using additional sheets as necessary, sign and date the form. Retain a copy for your records. Return completed form to James Hartman at Michigan Department of Transportation, Office of Aeronautics, 2700 Port Lansing Road, Lansing, Michigan 48906 or e-mail Hartman J Michigan 300.

AIRPORT NAME		LOCATION ID TEI		TELEPHONE NUMBER	
Sparta Municipal Airport		8D4		(616) 240-4295	
ADDRESS			ASSOCIATED CITY		
9100 Vinton Ave. NW, Sparta, MI 49345		Sparta			
CONTACT PERSON	TITLE	L	E-MAIL ADDRESS		
Michael Krzciok	Airport Manager		airportmanager@sp	artami.org	
PROJECT CATEGORY OF GRANT REQUEST					
Maintenance Capital Imp	provement	X Revenue - G	enerating	Equipment	
DESCRIPTION OF PROPOSED PROJECT - inclu	ide details as approp	oriate. (Use additional	pages as necessary.)		
Installation of one 10,000 gallon Jet A fue See attached drawing and estimates.	l tank and associa	ted plumbing and s	self serve dispensing	equipment.	
PROJECT NARRATIVE WITH JUSTIFICATION A	ND EXPECTED BE	NEFITS (Use additio	nal pages as necessary.)	
Please see attached project narrative.					
ADDITIONAL INFORMATION YOU WISH THE O	EFICE OF AFRONA	LITICS TO CONSIDI	ED IN EVALUATING TH	E PROPOSED PROJECT	
(Use additional pages as necessary. Provide lette			IN IN EVALUATING TH	ETROI OOLD TROOLO	
Disease and attached letters of current					
Please see attached letters of support.					
STATE LOCAL PROGRAM FUNDS REQUESTE	D	ESTIMATED TO	TAL COST OF PROJEC	СТ	
\$244,000.00		\$244,000.00			
ESTIMATED START DATE		ESTIMATED C	OMPLETION DATE		
05/05/2024		09/05/2025			
HAS OTHER ELINDING REEN ADDITED FOR		IF YES, WHAT S	OURCE?		
HAS OTHER FUNDING BEEN APPLIED FOR UNDER ANY OTHER FUNDING SOURCE?	YES X NO)			
I understand that I may be required to gather and the effectiveness of projects in achieving State Lor funds are committed prior to execution of an agree reimbursement.	cal Program goals ca	an be monitored and	documented. I further un	derstand that no state	
I acknowledge that I have read SIGNATURE	01/1			DATE	
and understand the requirements noted above and included in the specific year call for projects.	WH	1		12/05/2024	



Jet A Fuel Tank Project Narrative for Sparta Municipal Airport (8D4)

Paul C. Miller – Sparta Municipal Airport is a busy, vibrant municipal airport. We play a crucial role in providing local pilots a safe and convenient location for recreational flying. We are home to two busy flight schools that are helping to provide the next generation of pilots. Also, our location is particularly appealing for business aviation, life flights and charter operators flying into the West Michigan area. However, the lack of Jet A fuel is a limiting factor on growing this segment of aviation activity at our airport and for our community.

With the help of FAA and MDOT Aero, Sparta Airport has implemented several major upgrades in recent years. In 2023 we completed an all-LED airfield lighting upgrade. In 2024 two new private hangars were constructed, we installed a new AWOS 3PT, completed Phase 1 of our locally funded Tree Removal/Trimming project, completed Phase 1 and 1A of our Apron Expansion and Reconstruction project, and completed runway and taxiway Alpha crack sealing.

A logical next step for the continued growth of Sparta Municipal Airport and to add to its positive impact on the local community, is to provide Jet A fuel for based and transient turbine aircraft operators.

- 1. The revenue generated from sales of Jet fuel will increase the ability of the Sparta Airport to remain self-funded and add to our resources for continued growth.
- 2. Offering Jet fuel at Sparta will provide an additional option to turbine aircraft operators planning trips into the Grand Rapids metro area. It also has the potential to reduce stress on Gerald R. Ford Airport (GRR) ATC as smaller turbine operators will now have the ability to utilize a smaller, more cost effective and convenient reliever airport.
- The availability of Jet fuel will positively impact our local community by increasing the type of traffic that can bring additional business opportunities, charter flights, life flights, and angel flights to Sparta.

We obtained estimates from two different vendors for both an Above-ground Storage Tank (AST) and an Underground Storage Tank (UST) system. Due to the proximity our Type II water well, it is probable we would need to obtain a variance from EGLE. I was informed this could take an additional six months along with a significant increase in cost. An AST system reduces permitting issues, allows for future fuel farm expansion, is easier to maintain and monitor, and reduces potential environmental issues. Therefore, we are seeking funding for the low bid for an above ground Jet A fueling system (AST).

VENDOR	UST	AST
Rohr	\$228,000.00	\$249,000.00
R.W. Mercer	\$250,000.00	\$244,000.00

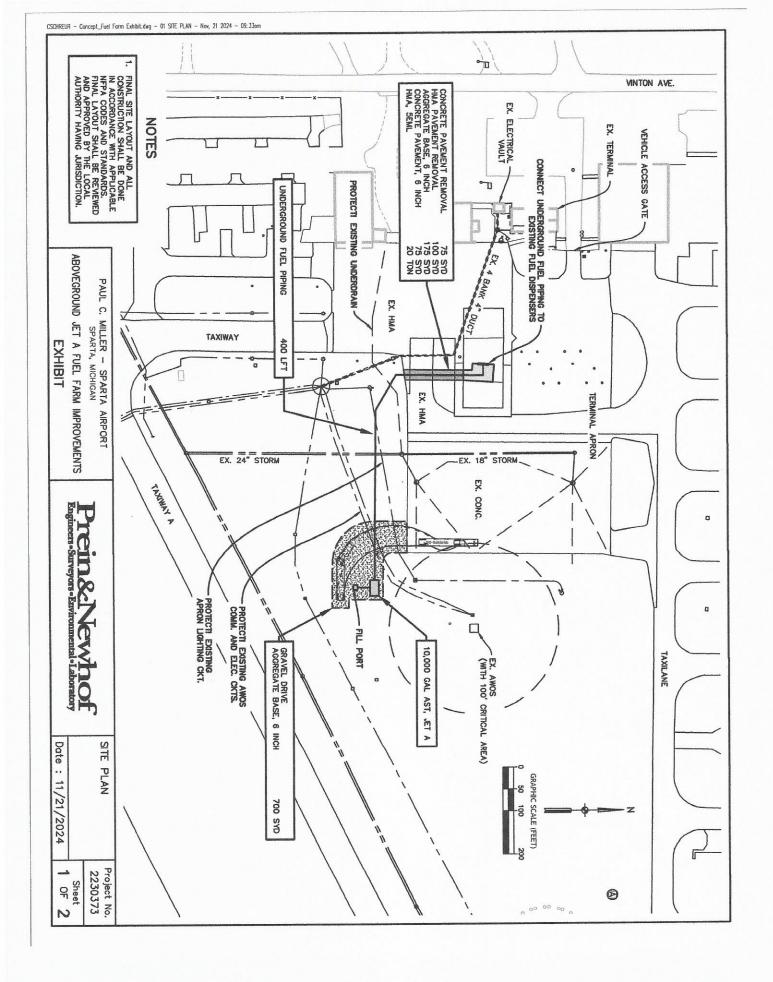
The maintenance and operation of the Sparta Municipal Airport is self-funded through fuel sales, hangar rents, and land leases. The procurement of a Jet A fueling system is currently, and for the foreseeable future, beyond the capability of our local airport fund. Receiving this grant would help us to grow our

operating and maintenance revenue through added fuel sales and allow us to continue to meet our MDOT and FAA grant matches for future ACIP projects, thus insuring the future growth and sustainability of our wonderful airport. We greatly appreciate your consideration.

Respectfully,

Michael Krzciok Airport Manager

Sparta Municipal Airport (8D4)





2322 Brooklyn Rd.

PETROLEUM PROPOSAL/CONTRACT

12870 Inkster Rd

3124 Commerce Center Dr.

2801 Dickerson Rd.

Page 1 of 2

4022 Merchant Rd.

Jackson, MI 49203 Portage, MI 49 (517) 787-2960 ph. (269) 321-2285 (517) 787-8111 fax (269) 321-2285 Legal Company Name	002 Walker, MI 49544 ph. (616) 453-7444 ph.	Walker, MI 49544 Redford, MI 48239 (616) 453-7444 ph. (313) 286-3300 ph.		Gaylord, MI 49734 (989) 732-2971 ph. (989) 732-5329 fax	Ft. Wayne, IN 46818 (260) 489-3566 ph (260) 489-0738 fax		
Sparta Airport							
Proposal Submitted to	Phone	Phone		Date	Date		
Michael Krzciok				12/4	/2024		
Street Address	Site Name		Job#	Site P	Site Phone		
9100 Vinton Ave, NW	Sparta Airport						
City, State, Zip Code	Site Location - Addres	SS					
Sparta, MI 49345							
Contact Email	Job Description			Proposal Submitted By:			
airportmanager@spartami.org	Furnish & Install 10k	Furnish & Install 10k AST Patrick Lefere					

We appreciate the opportunity to submit the following proposal.

4585 Executive Drive

Please review the following Scope of Work:

Scope: Above Ground Fueling System

Mobilize and barricade area for Above Ground Storage System

- Supply and install (1) 10K Fireguard w/ all necessary tank top equipment, (1) Franklin submersible
 - Remote fill included and will be mounted to back side of tank

3366 Three Mile Rd., NW

- Supply and install (1) Gasboy High-Capacity Dispenser (2) hoses, with appropriate hanging hardware and high hose retrievers.
 - Includes pump pedestal
- All Electrical included
- All Excavation included.
- All concrete included.
 - Price includes electrical connections to tank, dispenser, management system
 - Price based on electrical being located at the tank pad area and supplied by others
 - Supply and install (1) Fuel Cloud management system w/iPad and heated enclosure
- Purge, Calibrate and start up Fueling System.

\$244,000.00 Total

Price based on LARA approval. Price does not include any dewatering or hauling of any soils. Price does not include excavation,

- Due to the significant increases/volatility of pricing for steel, copper and PVC, that are being assessed by certain vendors, R.W. Mercer Co. shall not be responsible for any price increase it may receive from manufacturers or suppliers that are made without notice prior to shipment. Such unanticipated increases in price shall be applied directly to the Contract Sum and paid by Owner including applicable mark-up and taxes
- Does not include dewatering, environmental testing, removal or disposal of contaminated soils or liquids if found.

Prices stated are firm for 15 days from the date of this proposal.

We propose to furnish the above, in accordance with the specifications as referenced below, for the TOTAL SUM of: BUDGERTARY NUMBER Two Hundred Forty Four Thousand & 00/100.....\$244,000.00

Equipment Financing Available for Qualified Buyers.

Payment to be made as follows: 50% Down Payment; Major Equipment Billed and Due Upon Shipment from Vendor; Final Balance Due upon completion.

*Standard R.W. Mercer Co. Terms and Conditions will apply including winter/frost clauses.



PETROLEUM PROPOSAL/CONTRACT

Page 2 of 2

Acceptance: Customer hereby accepts the Terms and Conditions set forth on the reverse side of this contract. Customer is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. R.W. Mercer Co. is authorized to perform the work as specified. This Proposal/Contract is subject to credit approval and may be revoked before acceptance.

Note: Once this proposal is approved, you will receive a contract electronically for signature.

*Standard R.W. Mercer Co. Terms and Conditions will apply including winter/frost clauses.



December 5, 2024

James Hartman, PE Development Unit Supervisor MDOT Office of Aeronautics 2700 Port Lansing Road Lansing, MI 48906

Dear Mr. Hartman,

As the owner and sponsor of Sparta Miller Airport 8D4, the Village of Sparta fully supports this grant application. Not only would adding Jet Fuel benefit our airport, but we believe it would benefit the regional airport system as well. Our airport is uniquely positioned geographically to help alleviate some of the private aircraft traffic from the Gerald R. Ford International airport. The Sparta airport has also had many improvements recently that would couple nicely with the ability to offer Jet Fuel.

From a financial stand point, adding jet fuel simply would not be possible for us without funding from a grant like this. We run our airport on a very tight margin while doing our best to meet are based and transient pilots needs. In terms of return on investment, we believe this is an excellent option for MDOT to consider given its local and regional benefit to the overall airport system the State of Michigan has to offer.

We appreciate your consideration of this application.

Sincerely,

James A. Lower Village Manager Village of Sparta James Hartman, PE

Development Unit Supervisor, MDOT Office of Aeronautics

2700 Port Lansing Rd

Lansing, MI 48906

3 December 2024

Dear Mr. Hartman,

Thank you for taking a moment to read this letter of support for the Paul C. Miller – Sparta Municipal Airport and the State/Local Airport Program. I had the pleasure of managing 8D4 from 2019 to 2022 and am excited to advance it in any way that I can be a part of.

Sparta Airport has consistently grown since the 1990's thanks to its proximity to the metropolitan area of Grand Rapids. By every airport metric, it has been a wise place to invest.

While managing the property I identified needs that far surpassed the standard block grant funding that Sparta received. The field required new lighting and showed that it would significantly benefit from a larger ramp space, proper AWOS to support charter operations, Jet-A capability, and eventually a new terminal building. During the years that involved the pandemic, funds were sought out to remedy these needs. Since that time, lighting has been replaced, additional ramp space has been constructed, and an AWOS-3PT was installed. All of this is due to the generosity of MDOT and the FAA.

Based on Sparta's location and increased facility capacity it is easy to see how the airport could benefit from having the ability to deliver Jet-A fuel. With RNAV approaches and an adequate runway, Sparta can easily serve the turboprop and small jet community flying into metro Grand Rapids right now, but that service is hampered by the inability to deliver fuel to those customers.

The Village of Sparta has demonstrated that it is not only financially responsible with the funds that it receives, but that it is committed to reinvesting in its airport. The village consistently supported the airport during my time managing it, even encouraging forward looking maintenance. That village leadership remains now, and it shows.

Sparta's need, its potential, and its responsible leadership make it a prime location to invest and support. It is a joy to watch the airport thrive and grow. The ability to dispense Jet-A would significantly change its landscape for the better, fueling additional growth.

Thank you for the State/Local Airport Program, I hope that Sparta is able to partner with it. I'd be happy to comment further at any time via phone: (616)-443-1101

Respectfully,

Martin Coaker



December 4, 2024

Mr. Michael Krzciok Airport Manager Sparta Municipal Airport 9100 Vinton Ave NW Sparta, MI 49345

Re: Jet A Fuel addition to 8D4

Dear Mr. Krzciok.

I am writing to express my strong support for the proposed addition of jet fuel sales at Sparta Municipal Airport (8D4). As a 24 year tenant of the airport and business owner, I believe this expansion would significantly benefit the airport, its patrons, and the local community.

General aviation airports like Sparta play a crucial role in serving both recreational and business aviation needs. However, the lack of jet fuel services has been a limiting factor for many operators, particularly those flying aircraft that require jet fuel for operations. By introducing jet fuel sales, Sparta would not only improve its services for current users but also attract additional flights and pilots, leading to increased traffic and revenue for the airport.

Many pilots, including business travelers, prefer the convenience of refueling directly at smaller airports rather than having to divert to larger facilities, often at great distances. Providing jet fuel would enable aircraft owners and operators to use Sparta as a viable and competitive option, boosting the airport's appeal and increasing its standing within the regional aviation network.

A particularly important benefit of adding jet fuel services is the potential for enhancing emergency and life-saving flight operations. Many medical flights, including air ambulance and organ transport missions, require the use of jet fuel-powered aircraft. By providing jet fuel at Sparta the airport could support these vital services, ensuring faster, more efficient response times in critical situations. Quick access to fuel is essential for saving lives, and this addition would enhance the airport's role in supporting emergency medical services (EMS) and improving overall community health and safety.

In addition to the obvious benefits to pilots and aircraft operators, the local community would also see positive economic impacts. Increased traffic at the airport would lead to greater demand for services such as hangar rentals, flight instruction, maintenance, and catering. It could also enhance the airport's attractiveness for corporate and government flights, further bolstering the region's economic development.

I fully support the addition of jet fuel services and believe that it would greatly improve the overall utility and attractiveness of Sparta both for general aviation users and critical life-saving operations. I trust you will consider the long-term benefits of this project for both the aviation community and the broader local area.

Thank you for your time and consideration of this important proposal. Please feel free to contact me if you would like to discuss this matter further.

Respectfully Submitted,

Thomas G. Kozura CFII, MEI, ATP, A&P/IA

Ken Stone

3033 Indian Lakes Rd Cedar Springs, MI 49319 (616)-690-0115 kstone@wynalda.com

4th December 2024

James Hartman

Michigan Department of Transportation Office of Aeronautics 2700 Port Lansing Road Lansing, MI 48906

Dear Mr. Hartman,

I am excited to hear of the possible addition of Jet A fuel at Sparta airport.

We have been continuously operating aircraft that require jet A out of Sparta for over 15 years. With Jet A not being available at Sparta we have had to add additional fuel stops on trips. We also operate less efficiently into Sparta tankering unneeded fuel thats needed for the next leg. Regularly we fly the plane without passengers to GRR and back for a fuel only trip - saving our passengers the hassle of a mid trip fuel stop.

With Sparta airports recent upgrades to lighting, wx reporting and ramp space I expect more charter and business flights to wish to utilize our airport. Jet A availability very well could make the difference. For our flight operations, with very limited exceptions, Jet A availability determines where we land. I would assume the same mindset exists with other operators.

We appreciate your consideration.

Sincerely,

Ken Stone

Chief Pilot

Wynalda Packaging

Mike Krzciok

From:

Terry Ledbetter < ledbettm0392@gmail.com>

Sent:

Wednesday, December 4, 2024 4:02 PM

To:

Mike Krzciok

Subject:

Jet A Fuel on site

Mike,

I hangar at Sparta and have invested in a private building. The airplanes I fly all require Jet A and the industry is headed further into utilizing this fuel type. I find myself using Grand Rapids Gerald Ford airport which I know adds more volume to a busy commercial airport. I can't imagine the traffic that could be diverted away from Grand Rapids to Sparta for general aviation fuel. Not only would this be convenient for all of the planes at Sparta, I believe it would lower traffic to an already busy airport and lessen the load on Grand Rapids air traffic controllers contributing to flow and safety.

Thank you!

Terry Ledbetter

Mike Krzciok

From: Kevin Spaulding <outbackaviationllc@yahoo.com>

Sent: Wednesday, December 4, 2024 6:43 AM

To: Mike Krzciok
Subject: Jet Fuel

Hi Mike,

It was great to see you yesterday. Thank you for the hospitality. Sparta is such a nice and growing airport as well as very convenient to downtown Grand Rapids.

Are there any plans in the future to have jet fuel available? I'm sure with the turbine traffic that you have based there as well as the transient turbine traffic jet fuel would be a great offering to have. It would be much more convenient than hopping over to KGRR or requiring to stop enroute for fuel when a flight crew could simply obtain fuel at Sparta.

Thank you again for your help yesterday. It was very handy to be able to use the Sparta airport and a car to take our cancer patient to Devos Children's Hospital for treatment.

God Bless You, Kevin Spaulding

MICHIGAN STATE BLOCK GRANT PROGRAM (ACIP)

2030	2029	2027	2027	2026	2026	2025	2025	2025	2025	2025	Dev. Year	Airp	Ass	Airp
Rehabilitate Runway-7/25- Construction	Rehabilitate Runway-7/25- Design	Seal Rwy Pavement Surface/Joints-Airfield Crack Sealing-Construction	Rehabilitate Runway-Airfield 219824 Remarking-Construction	Construct Taxilane (Stds)-Construction	Construct/Modify/Improve/R 221599 ehab Hangar-4 Unit T-Hangar-Construction	Construct/Modify/Improve/R 221597 ehab Hangar-4 Unit T- Hangar-Design	Reconstruct Taxiway-(300' x 218117 35')-Construction	Widen/Strengthen/Remove Taxiway-Direct Connector- Construction	Construct Taxiway (standards)-Connectors-Construction	Construct Taxilane (Stds)- Design	Project Description	Airport Identifier: 8D4	Associated City: Sparta	Airport Name: Paul C. M
202077	213246	219823	219824	221598	221599	221597	218117	221595	213247	221847	Concept #			Paul C. Miller-Sparta
RERWIM	RERWIM	RSRWIM	RERWIM	STTLCO	OTRVHG	OTRVHG	RCTWIM	STTWIM	STTWCO	STTLCO	ACIP Code			ω
				\$198,000	\$594,000	\$31,500		\$51,750	\$452,250	\$15,750	BL -			
\$657,000	\$90,000	\$34,650	\$18,000				\$153,000				Entitlement			
											Apportionment		Spo	Date
\$841,500											Discretionary		Sponsor Name: City of Sparta	Date Prepared: 10/
\$83,250	\$5,000	\$1,925	\$1,000	\$11,000	\$33,000	\$1,750	\$8,500	\$2,875	\$25,125	\$875	State		y of Sparta	10/10/2024
\$83,250	\$5,000	\$1,925	\$1,000	\$11,000	\$33,000	\$1,750	\$8,500	\$2,875	\$25,125	\$875	Local			
\$1,665,000	\$100,000	\$38,500	\$20,000	\$220,000	\$660,000	\$35,000	\$170,000	\$57,500	\$502,500	\$17,500	Total			
	\$100,000 (4,033 x 75')				\$660,000 No Rev-Gen docs required since using AIG-BIL. If funding source changes to NPEs, need to submit docs and MDOT needs to review for airside needs.	No Rev-Gen docs required since using AIG-BIL. If funding source changes to NPEs, need to submit docs and MDOT needs to review for airside needs.	MDOT validated TDG 2A design stds to be met - 6/24/24.		\$502,500 MDOT validated TDG 2A design stds to be met - 6/24/24.	\$17,500 (680' total x 25')	Total Project Description (Long)			



ACTION MEMOStaff Communication

DATE: February 11, 2025

TO: Village President Whalen and Members of Council

FROM: William Hunter, Director of Public Works

RE: DPW Monthly Update

1. Building and Facility Projects

- January 16 & 27, 2025 Walk-throughs with contractors for the DPW demo RFP.
- January 30, 2025 Opened the demo RFP; 13 bids were received. The low bid was from Pitch Construction.
- February 10, 2025 Mandatory pre-bid meeting for the Water Treatment Plant Driveway Reconstruction; four contractors attended.
- January 17, 2025 Coordinated with DTE for a new gas service at 260 W. Division for the Police Department. The current generator is connected to the DPW gas line, which will be disconnected when the DPW building is demolished in March.
- January 15 February 11, 2025 Staff focused on ROT (Redundant, Obsolete, and Trivial) cleanup and reorganization at the DPW facility to prepare for the building's demolition. This process involves sorting, discarding unnecessary items, and organizing remaining assets for relocation.

2. Water and Sewer System

- January 17, 2025 Completed and posted an RFP for lead service line replacement.
- January 17, 2025 Completed and posted an RFP for design and construction of the Water Treatment Plant driveway.
- January 28, 2025 Responded to a water leak at 308 Grove; Surf Internet hit a stop box, delaying service shutoff. Staff will bill Surf Internet for associated costs.
- January 29, 2025 Posted an RFP for updates to the Village's Water Reliability Study and Asset Management Plan.
- February 3, 2025 Submitted the 2024 Progress Report and PEP checklist to Grand Valley Metro Council for the Village's MS4 Stormwater Permit.

3. Streets and Sidewalks

- January 15 February 11, 2025 Performed winter maintenance on major and local streets, as well as snow removal on Village sidewalks.
- January 28, 2025 Contacted Kent County Road Commission regarding their bid process for local street resurfacing. KCRC agreed to include the Village's resurfacing project in their bid process.
- January 30, 2025 Began documenting and issuing notices for vehicles blocking sidewalks. Photos and documentation are forwarded to the Police Department for follow-up.

4. Equipment and Vehicle Maintenance

- January 15, 2025 Troubleshot the 2017 Wacker Neuson with Frederickson Supply to resolve a recurring code issue.
- January 16, 2025 Assisted with Buth Lift Station generator repairs.
- February 3-5, 2025 Performed equipment maintenance and assisted the DDA by using the VacCon truck to maintain a curb box on Village property.

5. Staff Training and Development

- January 20, 2025 Mandatory Red Cross First Aid, CPR, and AED training for all DPW staff.
- January 18, 2025 Implemented annual staff evaluation policy, starting with the first round of evaluations.

6. Miss Dig Requests

• January 16 – February 11, 2025 – Cleared 62 Miss Dig requests through the system.

7. Miscellaneous

- January 16, 2025 Troubleshot the Civic Center door with assistance from a consultant.
- February 3, 2025 Compiled a report on compound meters and watering meter practices at Old Orchard.



ACTION MEMO Staff Communication

DATE: February 10, 2025

TO: Village President Whalen and Members of Council

Jim Lower, Village Manager

William Hunter, Director of Public Works

FROM: Conrad Bowman, Wastewater Superintendent

RE: Wastewater Plant-update

Summary:

The following report is an overview of operations at the Village of Sparta WWTP

January 2025 Flow Data

Wastewater Treatment Plant flow:

- 15.141 M gallons treated for the month
- 0.583 M gallons max daily flow
- 0.488 M gallons per day average

Algoma Township flow:

- 1,217,196 gallons treated for the month
- 47,324 gallons max daily flow
- 39,264 gallons per day average

Significant Events/Emergency Callouts:

There was 1 violation for the month of January at the wastewater treatment plant. Mercury samples were taken as part of our quarterly permit cycle. Our actual mercury result was quite low, but due to the fact that the state is also permitting us on a 12-month rolling average, that triggered the violation. Our limit is 2.0 ng/L and our average came in at 2.0825 ng/L. Once some of these higher results drop off of the average we should be in better shape. We are also working directly with some dischargers where that mercury is likely coming from.

- We are continuing to write SOPs, perform preventive maintenance, and do housekeeping.
- Continually updating our laboratory QA/QC program.
- Staff have been cross-training at the water plant and DPW garage.
- Continued cataloging our assets for an asset management program required by the state.
- Continued updating and maintaining a proper maintenance record manual.
- Working on emptying Digester 4 for diffuser replacement.
- Working with Fleis and Vandenbrink on plant upgrades and design.
- Installed a composite sampler at Old Orchard and started running daily samples.
- Reached out to Sparta dentist offices to track down mercury discharges as part of our Mercury Minimization Program.
- Final Clarifier #3 skimmer arm had slipped out of place and stopped running on 1/6. We were able to lift the arm back into place and secure it to its original position.
- Final clarifier #4 has developed an oil leak. So far it is not an immediate emergency and I am investigating possible options.
- Our sole ferric pump had a diaphragm failure on 1/7. The parts we had on hand were not correct for the chemicals being pumped. I was able to order the correct check valves and rebuild the pump along with a spare.
- The non-functioning vent fan in our chemical room was replaced by Armock Mechanical.
- We are having issues with our grit system again, I believe it's a timer issue not signaling to the system to automatically start and run.
- Makeup air unit for our chemical building failed overnight on 1/20. Two process water lines burst and our sodium metabisulfite discharge line developed a leak. Armock was able to get the heat running again and fix the broken lines once they were thawed. I was able to replumb the chemical feed to a backup line already existing.
- Our primary clarifier skimmer arm shear pin broke due to ice buildup on the scum trough. We were able to get that replaced and back up and running.
- Biotech Agronomics was on site to collect our biosolids nutrient and PFAS data.
- Trace Laboratories was on site to perform our quarterly sampling.



Sparta Police Department

Andrew M. Milanowski Chief of Police

260 W. Division - Sparta MI 49345 - Office (616) 887-8716 - Fax (616) 887-7681

MONTHLY REPORT January 2025

Crime Report Information:

The "Incident Description Count Report" for January 2025 is attached.

Incidents of interest

On January 16, at 14:22 hours Sergeant Price and Officer Calebe Soules responded to the Tesa Corporation on a Med1-Echo. It was reported that a female was down, non-responsive and not breathing. When they arrived, they were escorted to the employee break room where they observed the subject/victim lying on the floor. An employee of Tesa had already applied their AED. The AED was instructing shock, so Officer Soules initiated the shock. They were then told to start CPR. Sergeant Price started CPR until the machine advised to shock again. Once delivered Officer Soules took over on CPR. This went on for a few minutes until fire rescue and the ambulance arrived and took over. After several minutes a pulse was restored and the subject started breathing. The subject was transported to the hospital where she was reported in fair condition several days later.

Traffic

The "Ticket Offense Report" for January 2025 is attached.

Parking Citations for January 2025

Seventy-eight (78)

Department Issues

The 2019 is once again back in service.

Everything else seems to be working just fine, and we have been cooperating with all the contractors that have needed access to the building during the bid period for the new complex.





Downtown Management Report: 2024

Sparta TODAY (Consisting of Sparta DDA, Sparta Chamber & Sparta Events)





COMMUNICATION

747.3k Views on Facebook

46,097 Sessions on the Sparta Chamber website

30,843 New visitors to the Sparta Chamber website

18.4k Accounts reached on the top reaching Facebook post

197 New Blog Subscribers

Local businesses who attended our monthly "What's Brewin" events, which are now mobile



EVENTS

70+ Days of Special Events

55+ Businesses that donated, volunteered, or helped out

45 Round Haybales decorated by the community

\$128,600 Sponsorships and foundation grants raised

600+ Over 600 Volunteer Hours clocked to help make great things happen in Sparta

5,000 Brats served at the Beer & Brat Street Festival



KEEPING THINGS VIBRANT

Unique Sip & Shop themes brought visitors from afar: Barbie night and Taylor Swift themes!

A new Expo style night on Thursday kicking off Town & Country Days in mid May brought 16 local businesses to set up booths with interactive games / fun for the hundreds of visitors who attended. 22

Local businesses accepting Sparta Bucks

SPARTA BUCKS

Sparta Bucks spent in Sparta small businesses in 2024

Amount of Sparta Bucks purchased by community to circulate back into

local economy

Shop Local Campaign "prizes" of Sparta Bucks awarded through Shop Local promotions!

\$18,190

\$6,020

\$3,000







ACCOMPLISHMENTS IN 2024

Recognized by the Michigan Downtown Association as an "On the Rise Organization" for the momentum of our efforts! Each year during its Annual Award Ceremony, the MDA recognizes communities across the state for outstanding marketing and promotional strategies, economic development projects, and placemaking initiatives. The MDA is committed to drawing attention to the work downtown organizations and downtown directors do every day to increase property values, promote community, and encourage small business growth.

This is a major kudos to the efforts of our boards, volunteers, staff, and businesses!

A group of local leaders rebuilt a retired service organization into Sparta Community Works, which has provided over \$4,500 worth of grants to local organizations such as West Michigan Arts Council, Hometown Helping Hands, Sue Blackall's Projects, Military Hygiene Box of Grace, Sparta Events, Sparta Appleview Elementary, Daddy Daughter Time, Sparta Middle School Fishing Club, and Sparta Ridgeview Elementary!

Exciting things to note!

businesses who celebrated ribbon cuttings: Hotspot, Kindred Karma, & Bayes Water Treatment

People who found penguins hidden throughout Sparta businesses during the Penguin Pursuit, a Shop Local initiative hosted by Sparta TODAY







150+

BOARD OF DIRECTORS & STAFF

As of December 1, 2024

DDA Board

Tom Cheslek, President North Ridge Funeral Home | Kelly Potes, Vice President ChoiceOne Bank | Mike Lamb Coldwell Banker | Robert Whalen Sparta Village President | Rex Baker Baker Investments LLC | Robert Shangle LiveStatue | Doc George Freeland Freeland Chiropractic | Janet Knauf 201 Marketplace | Tim Driscoll Driscon | Nate Benham Sparta Tire | Joel Stoner Sparta Area Schools | Dan Scarffe Scarffe Chiropractic

Mission (approved 2009): Create a downtown that still has a small town feel and offers a bit of yester-year and yet is on the cutting edge with up-to-date shops and business practices. A safe, secure, friendly downtown where every member of the family can find fun things to do. A beautiful, busy, and thriving downtown that has things you can't find elsewhere. The heart of a real town that is a great place to raise a family. Once you come to downtown Sparta, you won't want to leave!

Chamber Board

Amber Marks Dance with Me | Konrad Raclawski ChoiceOne Bank | Maryanne Wright Wrightway Appraisal | Tom Cheslek North Ridge Funeral Home | Tom Penland Tom's Hometown Bakery | Lynn Driscoll Sundaes at the Park | Michelle Cooper Servpro | Karin Kay Sable Homes | Sarah Acker Compass Credit Union | Alysia Gill Auto Care Excellence

Mission: Promote local business development through community interaction.

Sparta Events Board

Maryanne Wright Wrightway Appraisal | Rex Baker Baker Investments LLC | Brenda Braybrook McDonald's | Tom Cheslek North Ridge Funeral Home

Mission: Promote economic development and community pride by creating great events for people near and far to come together and enjoy!



STAFF

Elizabeth Morse DDA/Chamber Director

Beth Baltruczak Events Coordinator

Amy Falk Chamber Administrator

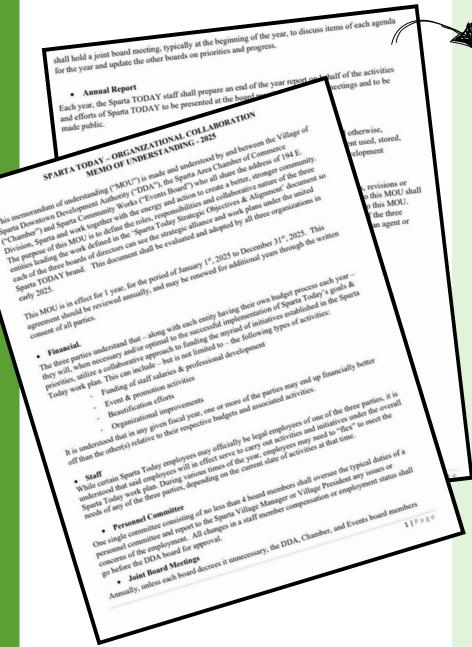
Heather Hockey Hospitality Coordinator

Ethan Metzgar Downtown Attendant

Michelle Baltruczak Social Media Coordinator

SPARTA TODAY MANAGEMENT AGREEMENT

SPARTA TODAY (DDA, CHAMBER & EVENTS)



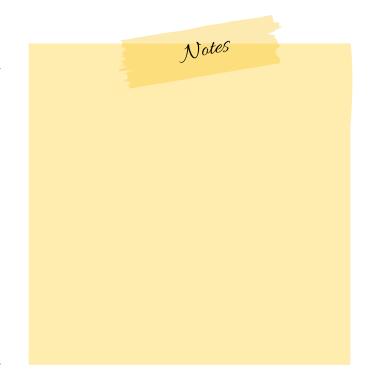
NEW ORGANIZATIONAL DOCUMENTS

Sparta TODAY organizations DDA, Chamber, and Event boards of directors undertook strategic planning sessions with the help of Travis Alden, Senior Director of Community Development at The Right Place. One major initiative was to solidify the relationship between the 3 organizations in a formal Memorandum of Understanding that would be formally adopted by each organization. This would be an annual adoption to keep new board members up to date on the agreement between the organizations and operations. Additionally, after joint board meetings and separate board meetings, the input and feedback from the board members were condensed into a new joint working document titled "Strategic Objectives & Alignment" which was created to maximize the positive impact that Sparta TODAY will have on the future prosperity of the downtown district, the overall business community, and Sparta as a whole. The strategic objectives were established to focus and guide the group's initiatives and optimize collaboration.

SPARTA TODAY (DDA, CHAMBER & EVENTS)

Sparta Today's Primary Opportunities:

- Focus on catalytic capital improvement projects (with potential partnerships).
- Events have become our calling card lean into that and plan for/target growth.
- Improved communications & relationships with local businesses.
- Exploring ways to capitalize on additional revenue generation from events.
- Diversify revenue streams.
- Cultivating an authentic community identity for inward and outward branding & marketing efforts.
- Spearhead growth initiatives (business, housing, etc) in ways that are sensitive to the character of the Sparta community.
- Take on a key leadership role in the future vision of the Sparta community (including the Township).
- Revitalization of the Operahouse property.
- Continuing to build strong relationships with the Village of Sparta and Sparta Township.





Threats To Sparta Today's Future Success:

- Losing key leadership (staff and board) without a strong succession plan and formalized partnership model in place.
- Sprawl and big-box development could significantly hurt the local business mix.
- Chronic negativity from vocal naysayers in the community especially on social media.
- Not engaging the broader business community.
- Insufficient funding.
- Stagnation of the community / status quo / apathy.
- Potentially fragile relationship between cornerstone community entities: Sparta Village, Sparta Township, School District.
- Complacency with how things are going and not pushing for better, more significant impact and results from our work.

SPARTA TODAY (DDA, CHAMBER & EVENTS)

Sparta Today's Primary Weaknesses:

- A lack of awareness of what the organization does, by some in the community,
- Less than adequate funding to have an even larger positive impact.
- Funding: ·Staff funding hinges almost solely on DDA revenue.
- Fundraising & sponsorships makes up the bulk of the rest of the organization's revenue these by nature can be volatile.
- Difficult to maintain positive relationships with every single business / property owner due to sometimes priorities not aligning, differing perspectives, etc. (e.g. closing a street for an event is good for the whole, but could mean less sales for a business on that particular event day)
- Building the volunteer base / soliciting community involvement.
- Perception that decisions are made by a small few.
- Engagement with the local business community outside the downtown district.
- A formalized connection between the Chamber, DDA and Events "arms" of the organization. It works, but only because of the leadership currently in place.
- Lack of capacity trying to be all things to all people.
- Inexperienced board members / loss of institutional knowledge from departing board members.
- Staff roles & responsibilities could be better defined.
- Need to tell the organization's story more effectively.
- Succession plan for key staff members/board members.
- Communication encompassing the whole community and not just the core Main Street area.

Sparta Today's Primary Strengths:

- Keeping the community informed of happenings in the area, particularly downtown.
- Our people: experienced & skilled staff; dedicated volunteers.
- Putting on high-quality, impactful events ranging from community festivals to shopping-focused events that help promote local businesses.
- Positive momentum, which is a result of years of effective work to get us to this point.
- We've created raving fans of our community, both residents and visitors.
- A willingness to try new things and not get stuck in the status quo.
- We're a trusted resource in the community people turn to Sparta Today for info and to get things done.
- Tangible progress in creating a positive "vibe" in the community
- Filling the 'gaps' that arise in the community (when possible) such as fundraising for important projects.
- Collaboration: pulling together groups & people to work together, including the Village, School District, etc.
- Strong, positive customer service.
- Recognizing local partners and supporters a rising tide lifts all boats!

SPARTA TODAY (DDA, CHAMBER & EVENTS)

Utilizing a combination of electronic surveying (anonymous responses), research and thorough group discussion, the DDA, Chamber and Events Boards have established a list of key objectives to pursue. These are categorized into five thematic "buckets" of work:

$D = DDA \mid C = CHAMBER \mid E = EVENTS$

Communication & Relationships: how people see, hear & interact with us

Delivering a
Great
Experience
create raving
fans of Sparta

Economic
Vitality
Manifesting
positive things
in the
community

Built Environment Sparta's vibe how it looks & feels Foundational – organizational stability & sustainability, allowing the above to happen

EXISTING INITIATIVES TO CONTINUE

Communication & Relationships

- Represent Sparta Today and/or the Sparta community at local, regional, state-wide networking/organizational events D
- Downtown district management & problem-solving facilitation: parking concerns, snow plowing concerns, litter clean up, mowing if needed etc. D
- Annual Meeting Celebration C
- Integrity office supplies benefit to Chamber members -
- Monthly Coffee Networking Meetings / opportunities for businesses members to connect C
- Sparta Today publication (currently a net \$6-\$7k annual loss leader) C

<u>Delivering a Great Experience</u>

- Town & Country Days & carnival at the new 2024 time of year ${\rm E}$
- Beer & Brats Street Festival E
- Concerts in the park June through August E
- Apple Festival (formerly known Harvest on the Ridge) in September E
- "Thursdays" smaller-scale community activities every Thursday, June through October - E
- Reindeer Night E
- Ribbon Cuttings for business anniversaries/grand openings C
- Boo Bags C

Economic Vitality

- Property (re)development facilitation, especially with Village-implemented Commercial Rehab District as new resource- D
- Capitalize on larger (state) opportunities & resources such as social district, redevelopment liquor licenses, MEDC incentive programs, etc. - D

Built Environment

- Downtown décor: Seasonal, district banners, planting bulbs, snowmen/penguins/gnomes/etc. D
- Beautification management: fund & coordinate flowers /irrigation / fertilization D
- Haybale decorating Fall- E

Foundational

- Organizational management: board meetings, agendas, minutes, yearly reporting, etc. D
- Grant funding pursuit for strategic projects D
- Facilities / physical maintenance for the office D
- Administration / Office Management (all accounts payable/billable/ office management items) C
- Volunteer cultivation & management E

SPARTA TODAY (DDA, CHAMBER & EVENTS)

EXISTING INITIATIVES TO EXAMINE & EVALUATE BEFORE CONTINUING

Communication & Relationships

- Communicating opportunities to members vs dda district parcels vs businesses vs property owners

Delivering a Great Experience

 $\underline{1}$). Shop Sparta' holiday kick-off event - Friday before Thanksgiving -E

- This is a big sales day for businesses. A moneyloser for the organization but that's ok in this instance.
- A true "Hallmark moment" kind of event. Huge, "almost unmanageable" growth of this event.
- Challenges to address:
 - Public Safety
 - -Reverse parade, growth vs. maintenance
- 2) Winterfest February needs examined E
- Group is still figuring out what this event is at its core
- Needed to fill the gap in the winter months
- Ice skating experiment was expensive
- Consider the goal: to fill calendar void? to give "warm & fuzzies"? Ring registers?
- 3) Scare on the Square in October E
 - Low barrier to entry: costumes, trunk or treat, kids activities
 - Lots of ways for businesses to engage

Economic Vitality

- 1) Examine the DDA's façade grant program-D
- Currently is not funded consistently yearly
- Determine whether the need and return on investment would be there to invest more in the program or whether to eliminate the program. Shouldn't stay status quo.
- 2) Business retention & recruitment D, C
- Has been done informally in the past, is now the time to explore a formal business retention & recruitment plan/strategy?
- Lean on regional partners such as The Right Place to lead on larger business opportunities, Focus on small business, entrepreneurship, filling vacant storefronts.
- Fully consider the organizational capacity to take this on.

- 3) Sparta Bucks program examine & potentially revamp aspects of the program C
 - Promote "live list" of accepting businesses on website, link/qr code printed on bucks
 - New "we accept Sparta Bucks" stickers on storefront window/doors
 - Full list updated regularly in office window
 - BOGO promos have been successful maintain this as possible
- Explore going away from paper certificates
- 4) Shop Local Campaigns (Penguin Pursuit, Love to be Local, etc.) C
 - Continuously improve promotions, communications, programming
 - Has largely been one-off promotions, but have annual ones: deer widow, galentines,
 - Challenging dynamic with Chamber / Non-Chamber member participating. Address this?

Built Environment

- 1) Consider geographic expansion for investment in downtown capital items, e.g. flowers, pots, benches, wayfinding signage - D
 - Not replicating everything thru district
 - Perhaps focus on strategic gateway improvements -"you have arrived" treatment to corridors outside downtown
- Explore mapping priority locations identified on a map of district – where certain investments should go, what those would entail, and a tiered priorities list
- 2) Geographic décor & lights expansion D
 - Explore mapping priority locations identified on a map of the district - where certain investments should go, what those would entail, and a tiered priorities list.
- This is dependent on power infrastructure, will require investment if the site(s) are high enough priority.
- 3) Town Square Phase 2 management D
- Programming of the public space
- Addition of historic depot will shift volunteer needs and opportunities

Foundational

- 1) Personnel structure D, C, E
 - Flesh out & memorialize the staff funding structure between organizations
- Prioritize professional development & staff retention

SPARTA TODAY (DDA, CHAMBER & EVENTS)

NEW INITIATIVES TO CONSIDER

Communication & Relationships

- 1) Intentionally examine and implement ways to enhance cross-communication between the three Sparta spearhead a community-wide 'Visioning' effort for the Today organizations - D, C, E
- 2) Intentionally examine and implement ways to enhance stakeholder communication, specifically with downtown businesses, Chamber members, local governments and the school district. – D, C, E
- 3) Explore additional, tangible Chamber member benefits - C
 - Examples: member-to-member benefits: member amplification on Chamber social media channels, etc.
- 4) Re-evaluate the Chamber membership structure as a whole - C
- Pros vs cons is the small amount of membership revenue worth the member/ nonmember "wedge" that sometimes exists? Is doing away w/ memberships an opportunity to bring more involvement (& investment) from a larger group?

<u>Delivering a Great Experience</u>

- 1) Evaluate the scope of Sparta Today's events & activities calendar - C, E
- Assess the purpose of each event/activity (some events can be more than 1 of these)
- a. Image events: purpose is to convey a positive image about the community, give people who attend that "warm & fuzzy" feeling about the community.
- b. Vitality events: intended to boost local businesses specifically - shopping-focused events or with a strong retail component.
- c. Attraction events: Typically larger events intended to bring in visitors to the community.
- d. Fundraising events: a primary objective is to raise funds for the hosting organization.
- 2) Keep organizational capacity in mind. More isn't always better; sometimes doing fewer things better makes more of a positive impact.

Economic Vitality

- 1) Consider whether Sparta Today could or should Greater Sparta area, inclusive of the Village and Township – D, C, E
 - 'Blueprint' example exists from back in 2008 should be a more holistic approach
 - Perhaps a big-picture "Sparta 2050" type visioning, including things like housing growth goals (or limits), public space amenities, future economic mix, etc.
 - Actively incorporate & invite Sparta Township to the table

Built Environment

1) Work to develop a built environment maintenance plan, including a regular cadence for certain maintenance items, estimated budgets, who is responsible for what, etc.

Foundational

- <u>1)</u> Develop and implement a memo of understanding (MOU) between the three organizations to formalize the critical, collaborative relationship between the entities.
- D, C, E
- Throughout this process it was reinforced how the success of Sparta Today hinges on this positive working relationship, which is anchored by staff with a solid history with the organizations and significant clout across the boards and community.
- Putting a MOU in place to outline these relationships – including the dynamic with the Village – would be important to sustain this success in the future, regardless of the staff or leadership in
- 2) Examine and evaluate the current 'elective' revenue generation model: sponsors, etc. – C, E
 - Is this welcoming or exclusive?
 - Business directory obsolescence as an example