



**CITY OF YPSILANTI  
REGULAR COUNCIL MEETING  
Tuesday, November 26, 2024 @ 6:30 PM  
Council Chambers  
One South Huron, Ypsilanti, MI 48197  
[Launch Meeting - Zoom](#)**

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**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PLEDGE OF ALLEGIANCE**

- A. I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.

**IV. AGENDA APPROVAL**

**V. PUBLIC COMMENT (3 MINUTES)**

**VI. PRESENTATIONS**

- A. Presentation by Care Based Safety on Place-Based Pilot.

**VII. ORDINANCES FIRST READING**

- A. Ordinance No. 1442 - An Ordinance entitled "Adopting a Revised Sewer Use Ordinance, by amending Chapter 106, section 140 through section 450" of the Code of Ordinances.  
Public Hearing Resolution No. 2024-254, close the public hearing.  
Resolution No. 2024-253, determination.

**VIII. RESOLUTIONS/MOTIONS/DISCUSSIONS**

- A. Resolution No. 2024-255 adopting Ordinance No. 1441, entitled An Ordinance to Amend Chapter 80, Entitled "Parks and Arts" of the Code of Ordinances upon Second and Final Reading.
- B. Resolution No. 2024-256 Approving the minutes of the October 15, 2024 and November 12, 2024, City Council Meetings.
- C. Resolution No. 2024-257, adopting "ROBERT'S RULES OF ORDER 12th EDITION".
- D. Resolution No. 2024-258, setting the day, time and frequency of Council meetings.
- E. Resolution No. 2024-259, setting regular City Council meeting dates for 2025.

- F. Resolution No. 2024-260, naming an official newspaper of record.
- G. Resolution No. 2024-261, approving the procedure for transaction of Council business
- H. Resolution No. 2024-262, adopting the Council Protocol for City staff.
- I. Resolution No. 2024-263, adopting a policy for appointments to Boards and Commissions.
- J. Resolution No. 2024-264, appointing Council Liaisons for City Boards and Commissions.
- K. Resolution No. 2024-265 Adopting Rules for Audience Participation.
- L. Resolution No. 2024-266, approving a new On-Premises Tasting Room Permit for use at 18 W Michigan Ave.  
Public Hearing Resolution No. 2024-267, closing the public hearing.
- M. Resolution No. 2024-268 awarding the Elevator Modernization contract to Schindler Elevator Corporation for the revised bid amount of \$499,656.
- N. Resolution No. 2024-269 Awarding the contract to stabilize the salt barn and perform significant alterations to the maintenance building at the DPW yard to The Summit Company in an amount not to exceed \$551,725.
- O. Resolution No. 2024-270 Appointing Kristine Nash-Wong to the Ypsilanti Downtown Development Authority with a term ending July 1, 2028.
- P. Resolution No. 2024-271 Supporting the Ozone House and Supplemental Funding for Michigan's Runaway and Homeless Youth (RHY) service providers.

**IX. BOARD AND COMMISSION - LIAISON REPORTS**

- A. Police Advisory Commission
- B. Human Relations Commission
- C. Parks and Arts Commission
- D. Sustainability Commission
- E. Historic District Commission
- F. Planning Commission
- G. Zoning Board of Appeals

**X. LIAISON REPORTS**

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study

- C. Urban County
- D. Ypsilanti Downtown Development Authority
- E. Friends of Rutherford Pool

**XI. COUNCIL PROPOSED BUSINESS**

**XII. COMMUNICATIONS FROM THE MAYOR**

**XIII. COMMUNICATIONS FROM THE CITY MANAGER**

**XIV. COMMUNICATIONS**

**XV. PUBLIC COMMENT (3 MINUTES)**

**XVI. REMARKS FROM THE MAYOR**

**XVII. ADJOURNMENT**

- A. Resolution No. 2023-, adjourning the City Council Meeting.
- B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD  
YPSILANTI, MICHIGAN 48198-9112  
TELEPHONE: 734-484-4600  
WEBSITE: [www.ycua.org](http://www.ycua.org)

October 10, 2024

**VIA ELECTRONIC MAIL**

Ms. Tracey Boudreau, Clerk  
CITY OF YPSILANTI  
One South Huron Street  
Ypsilanti, Michigan 48197-5400

**Re: Notice of Proposed Sewer Use Ordinance Revisions**

Dear Clerk Boudreau:

Please be advised that the YCUA Board of Commissioners approved a recommendation for the City Council to revise the Sewer Use Ordinance (SUO) for the City of Ypsilanti at their regular meeting on September 25, 2024. YCUA is responsible for ensuring compliance with wastewater discharges within the City and thus must ensure the SUO contains appropriate provisions to protect the wastewater collection system and publicly owned treatment works. The proposed revisions to the SUO have been necessitated by a few non-substantial modifications to certain pollutants, recent issuance of the National Pollutant Discharge Elimination System permit requirements, requirements to control certain emerging contaminants of concerns, and certain re-evaluated toxic pollutant parameters. YCUA recently submitted the proposed revisions in the SUO to the Michigan Department of Environment, Great Lakes, and Energy (EGLE). EGLE provided approval for the revisions on September 20, 2024.

**Basis of desired modification:** The primary purpose of developing the current SUO revisions is to enact the necessary legal authority for implementing a Special Alternative Limits (SAL) Program. A SAL Program will allow YCUA to better accommodate industrial and commercial needs in the City by allocating available capacity directly to permitted discharges. In addition, the proposed SUO revisions incorporate re-evaluated local limits for toxic pollutants with inclusion of local limits for certain perfluoroalkyl and polyfluoroalkyl substances (PFAs -PFOS, PFOA, PFBS, PFNA and PFHxs). PFAs are a group of pollutants of emerging concern for YCUA and EGLE.

**Modified Program Description:** During the revision process, YCUA staff have also drafted additional revisions to improve the consistency and effectiveness of the SUO. Please find below a summary of some of the significant proposed revisions:

1. Remove numerous references to different permit types (e.g. industrial user permits, IPP permits, etc.) in the SUO. In an effort to improve consistency and clarity, YCUA now uses "wastewater discharge permits" throughout the SUO.

2. Remove promulgation dates associated with applicable regulations. Referring to the applicable regulation such as “40 CFR Part 136 as amended” or “as amended or revised from time to time” is sufficient.
3. Section 62-135(b): YCUA proposes a revision whereby non-significant industrial users can still be permitted by YCUA. Federal and state regulations establish criteria for significant industrial users and requires that YCUA issue permits to these facilities that meet this criteria. This would clarify the legal authority which allows YCUA to require self-monitoring and to collect surcharge revenues from such facilities that do not meet the definition of a significant industrial user.
4. Section 62-163(a) and 62-177: YCUA proposes additional language that clarifies the authority of the applicable Director to approve connections of roof downspouts, exterior foundation drains, areaway drains, unpolluted water, or other sources of surface runoff or groundwater to a building sewer or drain at his/her sole discretion.
5. Sec 62-178: YCUA proposes general language revisions to improve the clarity and consistency of SUO language with the YCUA Fats, Oil, and Grease Mitigation Program Policy. Upon approval by the YCUA Director, contract communities may implement an ordinance or written policy in lieu of this section.
6. Sec 62-181(1-3): YCUA proposes multiple revisions to existing limits and language primarily to improve clarity and adopt pollutant limits which allow better implementation of the SAL Program. In addition, the revisions under this section also include moderate revisions to certain toxic pollutants limits. Please find below a summary of the proposed revisions to this section:
  - a. Moderate increase in the surcharge thresholds for biochemical oxygen demand, total phosphorus, and ammonia-nitrogen. The proposed increases will better reflect current domestic sewage strength.
  - b. Removal of chemical oxygen demand limits from the SUO and allow implementation of this alternative parameter when deemed appropriate by the YCUA Director.
  - c. Moderate reduction in the phosphorus upper limit from 75 mg/l (milligrams per liter or parts per million) to 60 mg/l and a more significant decrease in ammonia-nitrogen limit from 700 mg/l to 175 mg/l. These suggested revisions will provide YCUA with more reserve capacity which can be made available through the SAL Program.
  - d. Inclusion of instantaneous limit of 0.22 mg/l for Available Cyanide.
  - e. Inclusion of instantaneous limit of 1.3 mg/l for Bis (2-ethylhexyl) phthalate.
  - f. A reduction in the Arsenic Limit to 0.24 mg/l from 1.0 mg/l to reflect the current Water Quality Standard and reduction in the removal rate for this pollutant.
  - g. A reduction in the Nickel Limit to 2.6 mg/l from 3.0 mg/l to reflect the reduction in the removal rate for this pollutant.
  - h. A reduction in the Silver Limit to 0.084 mg/l from 0.15 mg/l to reflect the reduction in the removal rate for this pollutant.
  - i. Inclusion of recently approved certain Perfluoroalkyl and Polyfluoroalkyl substances (PFAs -PFOS, PFOA, PFBS, PFNA and PFHxs).
7. Sec 62-181(4): YCUA proposes language for obtaining the legal authority in the SUO to implement the SAL Program.

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8. Sec 62-181(8): YCUA proposes a new section for mitigating PFAs and implementation of Best Management Practices for their control.
9. Sec 62-181(9): YCUA proposes a new section for implementation of a “local initiative limit”. The development of such a limit provides another “tool” which could be used by YCUA staff to regulate a previously unevaluated pollutant.

The revised SUO and a resolution for approving it are enclosed. Please also find enclosed a current SUO with the applicable sections highlighted where the above revisions are being proposed. Please place these items on the City Council’s agenda for their consideration at the November 12 and November 26, 2024, meetings. Please also forward the supporting material attached for their use in considering these SUO revisions.

Please contact me with any questions you may have regarding these revisions by phone at 734-484-4600 Ext. 116 or by email at [lblackburn@ycua.org](mailto:lblackburn@ycua.org).

Sincerely,



LUTHER BLACKBURN, Executive Director  
Ypsilanti Community Utilities Authority

Enclosures  
cc w/encl.:

Ypsilanti City Council  
YCUA Board of Commissioners  
Mr. Andrew Hellenga, City of Ypsilanti  
Mr. John Barr, Barr, Anhut & Associates, P.C.  
Mr. Matthew T. Jane, Pear Sperling Eggan & Daniels, P.C.  
Mr. Sreedhar Mullapudi, YCUA  
Mr. Paul Mazur, YCUA  
YCUA File

# ARTICLE IV. - MUNICIPAL SEWER USE AND INDUSTRIAL WASTE PRETREATMENT<sup>1</sup>

[3]

## DIVISION 1. – GENERALLY

### Sec. 106-140. - Applicability of article.

This article shall apply to all users that discharge into the Ypsilanti Community Utilities Authority's (YCUA) publicly-owned treatment works (the POTW). In addition, it shall be unlawful for any user located outside the City limits to continue discharges to the POTW except as provided in this article. In addition, this article shall establish wastewater discharge permit requirements for connections or alterations to City or YCUA sewage works facilities or the POTW; govern the design, construction, alteration or use of and connection to the sewage works and POTW; regulate the discharge of wastewater into the sewage works and POTW; prohibit certain detrimental conduct; authorize the issuance of wastewater discharge permits; authorize inspections; provide for administration and enforcement of this article; establish civil and criminal penalties for violations; and authorize the enforcement of and ensure compliance within the City of the Federal Water Pollution Control Act, the Clean Water Act and the Michigan Natural Resources and Environmental Protection Act, more specifically defined herein, and rules and regulations promulgated and adopted under said acts and statutes.

(Ord. No. 1129, 8-17-2010))

### Sec. 106-141. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: Act, "the Act," the Federal Water Pollution Control Act and the Clean Water Act are used interchangeably in this article and refer to Public Law 92-500, as adopted in 1972 and amended by Public Law 95-217 in 1977, and any succeeding amendments and any rules or regulations promulgated there under, as amended or revised from time to time.

Alternative discharge limit means limits set by the YCUA in lieu of the promulgated national categorical pretreatment standard for integrated facilities in accordance with the combined wastestream formula as set by the United States Environmental Protection Agency (USEPA).

Authorized representative of industrial user means:

- (1) A responsible corporate officer, if the industrial user is a corporation, who shall be a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation or means the principal manager of one or more manufacturing, production, or operation facilities employing more than 250 persons or having a gross annual sales or expenditures exceeding

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<sup>1</sup> Editor's note(s)—Ord. No. 1129, adopted Aug. 17, 2010, amended Article IV in its entirety to read as herein set out. Former Art. IV, §§ 106-141—106-143, 106-156—106-175, 106-191—106-201, 106-226—106-241, 106-266—106-272, pertained to similar subject matter and derived from Code 1983, §§ 2.151—2.156, 2.161—2.168, 2.170—2.181, 2.175—2.181, 2.185—2.199, 2.201—2.209, 2.211, 2.213, 2.215, 2.216, 2.218—2.228, 2.231—2.235, 2.241—2.245, 2.251—2.255, 2.257, 2.261—2.267; Ord. No. 954, 2-19-2002.

\$25,000,000.00 (in second quarter 1980 dollars) if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

- (2) A general partner or proprietor if the industrial user is a partnership or proprietorship, respectively;
- (3) A duly authorized representative of the individual designated above and if all of the following apply:
  - a. The authorization is made in writing by the individual described in subsections (1) or (2) of this definition.
  - b. This authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the industrial discharge originates, such as the position of plant manager, operator of a well, or well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and
  - c. The written authorization is submitted to the director. If an authorization is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of this definition shall be submitted to the YCUA prior to or together with any reports to be signed by an authorized representative.

Best management practices (BMP) means programs, practices, procedures or other directed efforts, initiated and implemented by users, which can or do lead to the reduction, conservation or minimization of pollutants being introduced into the ecosystem including, but not limited to, the YCUA publicly-owned treatment system. BMPs include, but are not limited to, equipment or technology modifications, process or procedure modifications, reformulation or design of products, substitution of raw materials, and improvements in housekeeping, maintenance, training, or inventory control, and may include technical and economic considerations. BMPs may be structural or nonstructural or both. In determining what BMPs will be required of a user in a particular case, the director may consider all relevant technological, economical, practical, and institutional considerations as determined relevant and appropriate by the director, consistent with achieving and maintaining compliance with the requirements of this article and other applicable laws and regulations.

Best management practices plan (BMPP) means a written document that describes how the BMPs will be accomplished.

Biochemical oxygen demand (BOD) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five days at 20 degrees Celsius expressed in terms of weight and concentration (milligrams per liter).

Board means the Board of Commissioners of the Ypsilanti Community Utilities Authority.

Building drain means that part of the lowest horizontal piping of a drainage system which receives the drainage from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet outside the inner face of the building wall.

Building sewer means that extension from the building drain to the public sewer or other places of disposal.

Bypass means intentional diversion of wastestreams from any portion of an industrial user's treatment facility.

Chemical oxygen demand (COD) means a measure of the oxygen-consuming capacity of inorganic and organic matter present in water or wastewater. It is expressed as the amount of oxygen consumed from a chemical oxidant in a specified test. It does not differentiate between stable and unstable organic matter and thus does not necessarily correlate with biochemical oxygen demand. Also known as OC and DOC, oxygen consumed, and dichromate oxygen consumed, respectively.

City means the City of Ypsilanti, or City Council of Ypsilanti.

Combined sewer means a sewer receiving both surface runoff and sewage.

Combined wastestream means the wastestream at industrial facilities where regulated process effluent is mixed with other wastewaters (either regulated or unregulated) prior to treatment.

Compatible pollutant means a substance amenable to treatment in the wastewater treatment plant such as biochemical oxygen demand, suspended solids, pH and fecal coliform bacteria, plus additional pollutants identified in the NPDES permit if the publicly owned treatment works was designed to treat such pollutants, and in fact does remove such pollutant to a substantial degree. Examples of such additional pollutants may include: chemical oxygen demand, total organic carbon, and phosphorus and phosphorus compounds, nitrogen compounds, fats, oils and greases of animal or vegetable origin.

Composite sample means a sample formed either by continuous sampling or by mixing discrete samples obtained at intervals over a period of time. The individual samples shall be obtained through flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the YCUA. Where time-proportional composite sampling or grab sampling is authorized by the YCUA, the samples must be representative of the discharge. Manual generation of a composite sample through the collection and combining of grab samples may be approved if the user demonstrates to the satisfaction of the director that this will provide a representative sample of the effluent being discharged. The decision to allow the alternative sampling must be documented in the industrial user's file for that facility or facilities. Composite sampling protocols delineated in the user's wastewater discharge permit take precedence.

Cooling water means the water discharged from any use such as air conditioning, cooling or refrigeration, or to which the only pollutant added is heat.

Daily maximum means the concentration or mass loading that shall not be exceeded on any single calendar day. Where daily maximum limitations are expressed in terms of a concentration, the daily discharge is the arithmetical average measurement of the pollutant concentration derived from all measurements taken that day. Where daily maximum limitations are expressed in units of mass, the daily discharge is the total mass discharged during the day. If a composite sample is required for a parameter, the determination whether the daily maximum limitation for that parameter has been exceeded on a single calendar day shall be based on the composite sample collected for that parameter on that calendar day. If grab samples are required for a parameter, the determination whether the daily maximum limitation for that parameter has been exceeded on a calendar day shall be based on the average of all grab samples collected for that parameter on that calendar day. If only one grab sample is collected for a parameter on a given day, the determination whether the daily maximum limitation for that parameter has been exceeded for the day shall be based on the results of that single grab sample. If the pollutant concentration in any sample is less than the applicable detection limit, that value shall be regarded as zero when calculating the daily maximum concentration.

Debt service charges means the charges levied to customers of the wastewater system which are used to pay principal, interest and administrative costs of retiring the debt incurred for construction of the POTW or any part thereof.

Department of Environment, Great Lakes, and Energy (EGLE) means the State of Michigan EGLE administrator or other duly authorized official, or any successor department.

Director means the director of the YCUA or director's authorized deputy, agent or representative.

Domestic sewage means waste and wastewater from humans or household operations, which is discharged to, or otherwise enters, a POTW.

Environmental protection agency or EPA means the U.S. Environmental Protection Agency, administrator or other duly authorized official.

Fats, oils, and grease (FOG) means any hydrocarbons, fatty acids, soaps, fats, waxes, oils, or any other nonvolatile or semi-volatile material of animal, vegetable or mineral origin that is extractable by solvents in accordance with standard methods.

Flow proportional sample means a composite sample taken with regard to the flow rate of the wastestream.

Food service establishment (FSE) means a nondomestic user that engages in one or more of the following food preparation activities: cooking by frying (all methods); baking (all methods); grilling; sautéing, rotisserie cooking; broiling (all methods); boiling; blanching; roasting; toasting; poaching; infrared heating; searing; barbecuing; and any other food preparation activity that produces a hot, nondrinkable food product in or on a receptacle that requires washing.

Footing drain means a pipe or conduit, which is placed around the perimeter of a building foundation and which intentionally admits groundwater.

Garbage means solid wastes from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

Grab sample means a sample taken from a wastestream on a one-time basis over a period of time of not more than 15 minutes without regard to the flow in the wastestream.

Holding tank waste means any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum pump tank trucks.

Incompatible pollutant means any pollutant, which is not a compatible pollutant.

Industrial Pretreatment Program (IPP) means the YCUA Industrial Pretreatment Program adopted and approved by the Board, as amended from time to time.

Industrial wastes means the wastewater discharges from industrial, manufacturing, trade or business processes, or wastewater discharge from any structure with these characteristics, as distinct from their employee's domestic wastes or wastes from sanitary conveniences.

Industrial user means a person who contributes, causes or permits wastewater to be discharged into the POTW, including, but not limited to, a place of business, endeavor, arts, trade or commerce, whether public or private, commercial or charitable, but excludes single-family and multifamily residential dwellings with discharges consistent with domestic waste characteristics.

Infiltration means that portion of groundwater, which is unintentionally admitted to a sewer.

Interference means a discharge, alone or in conjunction with a discharge or discharges from other sources, to which both of the following provisions apply:

- (1) The discharge inhibits or disrupts the publicly owned treatment works, its treatment processes or operations, or its sludge processes, use or disposal;
- (2) Pursuant to paragraph (1) of this definition, the discharge is a cause of a violation of any requirement of the YCUA or the Act or the State Act, including an increase in the magnitude or duration of a violation, or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued there under, or more stringent state or local regulations; Section 405 of the Clean Water Act; the Solid Waste Disposal Act, 42 USC Section 2601 et seq., including Title II, more commonly referred to as the Resource Conservation and Recovery Act, and including state regulations contained in any state sludge management plan prepared pursuant to subtitle D of the Solid Waste Disposal Act; The Clean Air Act, 42 USC Section 7401 et seq.; the Toxic Substances Control Act, 15 USC Section 2601 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 USC Section 1401 et seq.

Instantaneous maximum concentration means the maximum concentration of a pollutant allowed to be discharged at any instant in time (independent of the flow rate or duration of the sampling event). If the concentration determined by analysis of any grab sample, composite sample, or discrete portion of a composite sample exceeds the instantaneous maximum concentration, the instantaneous maximum concentration shall be deemed to have been exceeded. Any discharge of a pollutant at or above a specified instantaneous maximum concentration is a violation of the Act, this article and the YCUA industrial pretreatment program.

Local Initiative Limits means a temporary limit imposed on any user for any pollutant not specifically limited in Section 62-181, Paragraphs (1) through (3).

Mercury reduction plan means a plan to ensure that the maximum allowable mercury loading to the POTW is not exceeded as described in section 62-181 of this article.

National Categorical Pretreatment Standard, categorical pretreatment standard or categorical standard means any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Sections 307(b) and (c) of the Clean Water Act, 33 USC Section 1317, which apply to a specific category of nondomestic users and which appear in 40 CFR Parts 405-471 as amended.

National Pollutant Discharge Elimination System or NPDES permit means a permit issued pursuant to Section 402 of the Act (33 USC 1342).

National Prohibitive Discharge Standard or prohibitive discharge standard means any regulation developed under the authority of Section 307(b) of the Act and 40 CFR 403.5 as amended.

Natural outlet means any outlet into a watercourse, pond, ditch, lake, or other body of surface or groundwater.

New source means any building, structure, facility, or installation from which there is or may be a discharge and for which construction commenced after the publication of proposed pretreatment standards under Section 307(c) of the Clean Water Act will be applicable to the source if the standards are thereafter promulgated in accordance with Section 307(c), and if any of the following provisions apply:

- (1) The building, structure, facility, or installation is constructed at a site at which no other source is located;
- (2) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
- (3) The production of wastewater-generated processes of the building, structure, facility, or installation is substantially independent of an existing source at the same site. The extent to which the new facility is engaged in the same general type of activity as the existing source and the extent of integration of the new facility with the existing plant should be considered in determining whether the process is substantially independent.

Nondomestic user means an industry, commercial establishment, or other entity that discharges wastewater to a publicly-owned treatment works other than, or in addition to, sanitary sewage.

Operation and maintenance means all work, materials, equipment, utilities, administration and other effort required to operate and maintain the POTW consistent with ensuring adequate treatment of wastewater to produce an effluent in compliance with the NPDES permit and other applicable state and federal regulations, and includes the cost of replacement.

Operator means the person responsible for the overall operation of a facility. Owner means the person who owns a facility or part of a facility.

Pass-through means a discharge that exits the POTW into state waters in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the Act, the State Act, or the NPDES permit, including an increase in the magnitude or duration of a violation.

Person means any individual, partnership, copartnership, firm, company, corporation, limited liability company, association, joint stock company, trust, estate, governmental entity or any other legal entity, or its legal representatives, agents or assigns. The masculine gender shall include the feminine and the singular shall include the plural where indicated by the context.

PFAS Compounds mean the list of perfluoroalkyl and polyfluoroalkyl substances identified by EGLE as emerging contaminants and included on EGLE's most recent PFAS Minimum Laboratory Analyte List.

pH means a common measure of the acidity or alkalinity of an aquatic solution, as expressed in standard units (SU).

Pollutant means any of the following: substances regulated by categorical standards; substances discharged to the POTW that are required to be monitored, are limited in the POTW's permit, or are or are

to be identified in the POTW's permit application; substances for which control measures on nondomestic users are necessary to avoid restricting the approved residuals management program of the POTW; substances for which control measures on nondomestic users are necessary to avoid operational problems at the POTW; substances for which control measures on nondomestic sources are necessary to avoid worker health and safety problems in the POTW.

Pollution means the manmade or man-induced alteration of the chemical, physical, biological, or radiological integrity of water.

Pretreatment or treatment means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the POTW. The reduction or alteration can be obtained by physical, chemical or biological processes, process changes or other means, except as prohibited by 40 CFR 403.6(d).

Pretreatment requirements means any substantive or procedural requirement related to pretreatment, other than a pretreatment standard, imposed on a nondomestic user.

Pretreatment standards means any regulation containing pollutant discharge limits promulgated in accordance with the Clean Water Act, including but not limited to Sections 307(b-c), and the State Act. This term includes prohibited discharges and local limits defined in R 323.2303 and categorical standards.

Properly shredded garbage means garbage that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half-inch in any dimension.

Publicly-owned treatment works (POTW) means the treatment works owned and/or operated by the YCUA and includes the wastewater treatment plant, any devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature. The term also includes sewers, pipes, and other conveyances if they convey wastewater to or through the publicly owned treatment works. The term also means the municipality (the City of Ypsilanti and the City of Ypsilanti) that has jurisdiction over indirect discharges to, and discharges from, the treatment works.

Public sewer means a sewer in which all owners of abutting properties have equal rights and is controlled by public authority.

Replacement means the replacement in whole or in part of any equipment in the POTW to ensure continuous treatment of wastewater in accordance with the NPDES permit and other state and federal regulations.

Sanitary sewer means a sewer, which carries sewage and to which storm, surface and groundwaters are not intentionally admitted.

Severe property damage means substantial physical damage to property, damage to the treatment facilities which cause them to become inoperable, or substantial or permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

Sewage or wastewater means the liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities and institutions, together with any groundwater, surface water, and stormwater that may be present, whether treated or untreated, which is contributed into or allowed to enter the POTW.

Sewage treatment or wastewater treatment plant means any arrangement of devices and structures used for treating sewage.

Sewage works means all municipal facilities for collecting, pumping, treating and disposing of sewage. Sewer means a pipe or conduit for carrying sewage.

Sewer service charge means the sum of any applicable user charges, surcharges and debt service charges.

Shall is mandatory; may is permissive.

Significant industrial user (SIU) means either of the following:

- (1) A nondomestic user subject to categorical pretreatment standards under 40 CFR Parts 405-471 as amended; or
- (2) A nondomestic user that, in the opinion of YCUA or of the City, has a reasonable potential to adversely affect the POTW's operation, or for violating any pretreatment standard or requirement or that contributes a process wastestream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant, or that discharge an average of 25,000 gallons per day or more of process wastewater to the POTW, excluding sanitary, noncontact cooling, and boiler blow down wastewater. Any user designated as significant may petition the City to be deleted from the list of significant industrial users on the grounds that it has no potential for adversely affecting the POTW's operation or violating any pretreatment standard or requirement.

The director may determine that a user that meets the criteria of subsections (1) and (2) of this definition above is not currently a significant industrial user, if the director finds that the user has no reasonable potential to adversely affect the operation of the POTW, to violate any pretreatment standard or requirement, or that a wastewater discharge permit is not required to meet the purposes and objectives of this article. A determination that a user is not a significant industrial user (or that a wastewater discharge permit is not required) shall not be binding and may be reversed by the director at any time based on changed circumstances, new information, or as otherwise determined necessary by the director to meet the purposes and objectives of this article.

Significant noncompliance means any of the following:

- (1) Chronic violations of wastewater discharge limits, defined as results of analyses in which 66 percent or more of all of the measurements taken for the same pollutant parameter during a six-month period exceed, by any magnitude, a numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(l) as amended;
- (2) Technical review criteria (TRC) violations, defined as results of analyses in which 33 percent or more of all of the measurements taken for the same pollutant parameter taken during a six-month period equal or exceed the product of the pretreatment standard or requirement including instantaneous limits, as defined by 40 CFR 403.3(l) as amended multiplied by the applicable technical review criteria. (Technical review criteria equals 1.4 for compatible pollutants and 1.2 for all other pollutants, except pH.);
- (3) Any other violation of a pretreatment standard or requirement as defined by 40 CFR 403.3(l) as amended, (daily maximum, longer-term average, instantaneous limits, or narrative standard) that the YCUA determines has caused, alone or in combination with other discharges, interference or pass-through, including endangering the health of City or YCUA personnel or the general public;
- (4) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare, or the environment or has resulted in the YCUA's exercise of its emergency authority under Rule 323.2306(a)(vi) of the Part 23 Rules under the State Act, or its emergency authority under this article or the YCUA's IPP, to halt or prevent the discharge;
- (5) Failure to meet, within 90 days after a scheduled date, a compliance schedule milestone contained in a YCUA or other local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance;
- (6) Failure to provide, within 30 days after the due date, a required report such as, but not limited to, a baseline monitoring report, 90-day or other compliance report, periodic self-monitoring report, or report on compliance with a compliance schedule, as required or otherwise ordered by the YCUA;
- (7) Failure to timely or accurately report noncompliance; or

- (8) Any other violation or group of violations, which may include a violation of best management practices, that YCUA determines will affect or has adversely affected the operation or implementation of the YCUA pretreatment program or operation of the POTW.

Slug, slug loading, slug discharge means either:

- (1) Any discharge of pollutants at a volume or concentration that causes upset of or interference with the POTW or causes the pass-through of pollutants to receiving waters; or
- (2) Any discharge of a pollutant(s), measured by a grab sample, at a concentration exceeding five times the composite or grab sample discharge limit; or
- (3) Any discharge of wastewater outside the pH range of 5.0 to 11.0 S.U. for either a continuous duration of greater than or equal to 15 minutes or for a sum total of 30 minutes within one day, or
- (4) Any discharge of a nonroutine, episodic nature including, but not limited to, an accidental spill or noncustomary batch discharge.

State means the State of Michigan.

State Act means Public Act 451 of 1994, the Natural Resources and Environmental Protection Act (NREPA), as amended, and any rules or regulations promulgated thereunder, as amended or revised from time to time.

Storm sewer or storm drain means a sewer which carries storm and surface waters and drainage, but excludes sewage and polluted industrial wastes.

Stormwater means any flow occurring during or following any form of natural precipitation and resulting therefrom.

Surcharge means an extra charge to cover the cost of treating, sampling and testing extra strength sewage.

Suspended solids means the total suspended matter that floats on the surface of, or is suspended in, water, wastewater or other liquids, and which is removable by laboratory filtering.

Total Kjeldahl nitrogen (TKN) means the measure of the total ammonia-nitrogen present in wastewater, after any organic nitrogen present has been converted to ammonia-nitrogen under a standard digestive procedure.

Township means the Charter Township of Ypsilanti, Michigan or its board of trustees.

Toxic pollutant means any pollutant or combination of pollutants, which is or can potentially be harmful to the public health or the environment including those listed as toxic in regulations promulgated by the administrator of the environmental protection agency under the provisions of the Act or other regulations.

User means any person who contributes, causes or allows the contribution of wastewater into the sewage works.

User charge means a charge levied on users of a treatment works for the cost of operation and maintenance of sewerage works pursuant to Section 204(b) of PL 92-500 and includes the cost of replacement.

User class means the kind of user connected to sanitary sewers including, but not limited to, residential, industrial, commercial, institutional and governmental, defined as follows:

- (1) Residential user means a user of the treatment works whose premises or buildings are used primarily as a domicile for one or more persons, including dwelling units such as detached, semidetached and row houses, mobile homes, apartments, or permanent multifamily dwellings (transient lodging is not included, it is considered commercial);
- (2) Industrial user means any user who discharges an "industrial waste" as defined in this article or any nondomestic source who discharges pollutants to the sewage works or POTW;

- (3) Commercial user means an establishment involved in a commercial enterprise, business or service, which, based on a determination by the YCUA discharges primarily segregated domestic wastes or wastes from sanitary conveniences and which is not a residential user or an industrial user;
- (4) Institutional user means any establishment involved in a social, charitable, religious, or educational function which, based on a determination by the YCUA, discharges primarily segregated domestic wastes or wastes from sanitary conveniences; and
- (5) Governmental user means any federal, state or local government user of the wastewater treatment works.

Wastewater discharge permit means a written authorization to discharge subject to specific limits, terms, and conditions. A wastewater discharge permit is issued by the director and its terms and conditions are enforced by the YCUA IPP.

Waters of the state means all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the state or any portion thereof.

(Ord. 1129, 8-17-2010)

**Sec. 106-142. - Abbreviations.**

The following abbreviations shall have the following meanings:

ASTM	American Society for Testing and Materials.
BMP	Best management practices.
BMPP	Best management practices plan.
BOD	Biochemical oxygen demand.
CFR	Code of Federal Regulations.
COD	Chemical oxygen demand.
CWA	Clean Water Act.
EGLE	Environment, Great Lakes, and Energy Department of the State of Michigan
EPA	United States Environmental Protection Agency.
FOG	Fats, oils, and grease.
l	Liter.
LIL	Local Initiative Limits.
MAHL	Maximum Allowable Headworks Loading.
MAIL	Maximum Allowable Industrial Loading.
SAL	Special Alternative Limit
MRP	Mercury reduction plan.
mg	Milligrams.

mg/l	Milligrams per liter.
ug/l	Micrograms per liter.
ng/l	Nanograms per liter.
NPDES	National Pollutant Discharge Elimination System.
O&M	Operation and maintenance.
POTW	Publicly-owned treatment works.
SIC	Standard Industrial Classification.
SS	Suspended solids.
TKN	Total Kjeldahl Nitrogen
USC	United States Code.
WWTP	The Ypsilanti Community Utilities Authority Wastewater Treatment Plant.
WEF	Water Environment Federation.
YCUA	Ypsilanti Community Utilities Authority.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-143. - Protection from damage.**

It shall be unlawful for any unauthorized person to maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment, which is a part of the sewage works or POTW.

(Ord. No. 1129, 8-17-2010)

**Secs. 106-144—106-155. - Reserved.**

## **DIVISION 2. - ADMINISTRATION AND ENFORCEMENT**

### **Sec. 106-156. - Permit or authorization required.**

It shall be unlawful to discharge to the waters of the state within the City, or in any area under the jurisdiction of such City and/or to the YCUA sewage works, any wastewater except as provided by an NPDES permit and/or as authorized by the City and the YCUA in accordance with the provisions of this article.

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-157. - Information required prior to connection to system.**

All industrial users proposing to connect to or to contribute to the sewage works shall submit information on the use, processes and wastewater to the director before connecting to or contributing to the sewage works. The information submitted must be sufficient for the YCUA to determine the impact of the user's discharge on the sewage works and the need for pretreatment. The user shall submit, in units and terms appropriate for evaluation, the following information:

- (1) The name, address and location of the user.
- (2) The SIC number according to the Standard Industrial Classification Manual, Bureau of the Budget, 1972, as amended; and any industrial processes subject to National Categorical Pretreatment Standards under 40 CFR Parts 405-471 as amended.
- (3) Wastewater constituents and characteristics including, but not limited to, those pollutants mentioned in sections 62-177 through 62-187 of this article, when required by the director, as determined by a reliable analytical laboratory. Sampling and analysis shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 as amended. Where Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed by using validated analytical methods of any other applicable sampling and analytical procedures, including procedures suggested by the YCUA or other parties, approved by the EPA.
- (4) The time and duration of contribution.
- (5) The average daily wastewater flow rates, including daily, monthly and seasonal variations, if any.
- (6) Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections, and appurtenances by the size, location and elevation, if the user is a SIU or as required by the YCUA.
- (7) A description of activities, facilities and plant processes on the premises including all materials, which are or could be discharged.
- (8) The nature and concentration of any pollutants in the discharge, which are limited by any YCUA, state, or federal pretreatment standards, and a statement regarding whether or not the pretreatment standards are being met on a consistent basis and if not, whether additional operation and maintenance and/or additional pretreatment is required by the industrial user to meet applicable pretreatment standards.
- (9) If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment shall be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. The following conditions shall apply to this schedule:
  - a. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation

of additional pretreatment required for the user to meet the applicable pretreatment standards.

- b. No increment referred to in subsection (9)a. of this section shall exceed nine months.
  - c. Not later than 14 days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the director including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the user to return the construction to the schedule established. In no event shall more than nine months elapse between such progress reports to the director.
- (10) Each product produced by type, amount, process or processes and rate of production.
  - (11) The type and amount of raw materials processed, average and maximum per day.
  - (12) The number and type of employees, hours of operation of plant and proposed or actual hours of operation of pretreatment system.
  - (13) Any other information as may be deemed by the director to be necessary to evaluate the impact of the discharge on the sewage works.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-158. - Reporting required after promulgation or revision of a pretreatment standard and reporting from a new source.**

Within 180 days of the promulgation or revision of a categorical pretreatment standard, or 180 days after the final administrative decision made upon a category determination submission under R 323.2311(2) of the Part 23 Rules promulgated under the State Act, whichever is later, existing nondomestic users subject to the categorical pretreatment standards and currently discharging, or scheduled to discharge, to the POTW shall submit, to the YCUA, a report that contains all of the information listed in this section. Where reports containing this information already have been submitted to the YCUA or EPA in compliance with the requirements of 40 CFR Part 128.140(b) as amended, the nondomestic user will not be required to submit the information again. Not less than 90 days before the commencement of a discharge, sources that become nondomestic users subsequent to the promulgation of an applicable categorical standard and new sources shall be required to submit to the YCUA a report that contains the information listed in subsections (1) to (5) of this section. New sources shall also include in this report information on the method of pretreatment the source intends to use to meet applicable pretreatment standards. New sources shall give estimates of the information requested in subsections (4) and (5) of this section. All of the following information shall be submitted pursuant to this section:

- (1) The name and address of the facility including the name of the operator and owners.
- (2) A list of any environmental control permits held by or for the facility.
- (3) A brief description of the nature, average rate of production, and standard industrial classification of the operation or operations carried out by the nondomestic user. The description shall include a facility drawing and schematic process diagram that indicates points of discharge to the POTW and from which processes the discharges originate.
- (4) Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW for each of the following:
  - a. Regulated process streams.
  - b. Other streams as necessary to allow use of the combined wastestream formula specified in R 323.2311(6). The YCUA may allow for verifiable estimates of these flows when justified by cost or feasibility considerations.
- (5) All of the following information shall be provided with respect to the measurement of pollutants:

- a. The identity of the pretreatment standards, including state or local standards, applicable to each regulated process.
  - b. The results of sampling and analysis identifying the nature and concentration or mass, where required by the standard or YCUA, of regulated pollutants in the discharge from each regulated process. Both daily maximum and average concentration or mass, where required, shall be reported. The sample shall be representative of daily operations.
  - c. A minimum of four grab samples shall be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organics. For all other pollutants, 24-hour composite samples shall be obtained through flow-proportional composite sampling techniques. The YCUA may waive flow-proportional composite sampling for any nondomestic user that demonstrates that time-proportional sampling is representative of the discharge during the sampling period. Samples obtained through time-proportional composite sampling techniques or through a minimum of four grab samples may be approved by the director when the user demonstrates that this will provide a representative sample of the effluent being discharged.
  - d. With the exception of the pollutants specified in paragraph c. of this subsection, the user shall take a minimum of one representative sample to compile the data necessary to comply with the requirements of this subsection.
  - e. Samples should be taken immediately downstream from pretreatment facilities if the facilities exist or immediately downstream from the regulated process if pretreatment facilities do not exist. If other wastewaters are mixed with the regulated wastewater before pretreatment, the nondomestic user should measure the flows and concentrations necessary to allow use of the combined wastestream formula specified in R 323.2311(7) to evaluate compliance with the pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with R 323.2311(5), the adjusted limit and supporting data shall be submitted to YCUA.
  - f. Sampling and analysis shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 as amended. Where Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the YCUA or other parties, approved by the EPA.
  - g. The YCUA may allow the submission of a baseline report that utilizes only historical data if the data provides information sufficient to determine the need for industrial pretreatment measures. The baseline report shall indicate the time, date, and place of sampling and the methods of analysis and shall certify that the sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW.
- (6) A statement, reviewed by an authorized representative of the nondomestic user and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis and, if not, whether additional O&M or additional pretreatment is required for the nondomestic user to meet the pretreatment standards and requirements.
- (7) If additional pretreatment or O&M will be required to meet the pretreatment standards, the shortest schedule by which the nondomestic user will provide such additional pretreatment or O&M. The completion date in the schedule shall not be later than the compliance date established for the applicable pretreatment standard. All of the following conditions shall apply to compliance schedules:
- a. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the nondomestic user to meet the applicable categorical pretreatment standards. The events may include any of the following: (i) the hiring of an engineer; (ii) completing preliminary plans; (iii) completing final plans; (iv)

executing contracts for major components; (v) commencing construction; (vi) completing construction; or (vii) other similar major events;

- b. An increment referred to in this subsection shall not be more than nine months.
  - c. Not later than 14 days following each date in the schedule and the final date for compliance, the nondomestic user shall submit a progress report to the YCUA, including, at a minimum, whether or not the user complied with the increment of progress to be met on a particular date and, if not, the date on which the user expects to comply with the increment of progress, the reason for delay, and the steps being taken by the nondomestic user to return the construction to the schedule established. Not more than nine months shall elapse between progress reports to the YCUA.
- (8) Where the nondomestic user's categorical pretreatment standard has been modified by a removal allowance under R 323.2311(7) or a fundamentally different factors variance under R 323.2313(b) at the time the nondomestic user submits the report required by this rule, the information required by subsections (6) and (7) of this section shall pertain to the modified limits.
  - (9) Any changes to information requested under subsections (1) to (5) of this section shall be submitted by the nondomestic user to the YCUA within 60 days.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-159. - Additional reporting required and periodic report requirements.**

- (a) Within 90 days following the date for final compliance with applicable categorical pretreatment standards or, in the case of a new source, following commencement of the introduction of wastewater into the sewage works, POTW or the WWTP, any nondomestic user subject to pretreatment standards and requirements shall submit to the director a report containing the information required in subsections (4) through (6), inclusive, of section 62-123 of this article. For industrial users subject to equivalent mass or concentration limits established by YCUA in accordance with the procedures in R 323.2311(5) of the Part 23 Rules promulgated under the State Act or otherwise established by the Act or the State Act or rules promulgated thereunder, the report shall contain a reasonable measure of the nondomestic user's long-term production rate. For all other nondomestic users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production, or other measure of operation, the report shall include the nondomestic user's actual production during the appropriate sampling period.
- (b) The YCUA may establish and impose mass limitations on users which are using dilution to meet applicable pretreatment standards or requirements, or in other cases in which the imposition of mass limitations is appropriate.
- (c) All of the following provisions shall apply to periodic reports on continued compliance:
  - (1) Any nondomestic user subject to a categorical pretreatment standard after the compliance date of the pretreatment standard or, in the case of a new source, after commencement of the discharge into the publicly-owned treatment works shall submit, to the YCUA semiannually, unless required more frequently in the pretreatment standard or by the YCUA, a report indicating the nature and concentration of pollutants in the effluent that are limited by the categorical pretreatment standards. In addition, the report shall include a record of measured or appropriately estimated average and maximum daily flows for the reporting period for the discharge reported in subsection 62-123(4) of this article, except that YCUA may require more detailed reporting of flows.
  - (2) Where YCUA has imposed mass limitations on nondomestic users as provided for by R 323.2311(5) of the Part 23 Rules promulgated under the State Act or where such limitations are otherwise established by the Act or the State Act or Rules promulgated there under, the report

required by subsection (a) immediately above shall indicate the mass of pollutants regulated by pretreatment standards in the discharge from the nondomestic user.

- (3) For nondomestic users subject to equivalent mass or concentration limits established by the YCUA or under the Act or the State Act or rules promulgated there under, the report required by subsection (a) immediately above shall contain a reasonable measure of the nondomestic user's long term production rate. For all other nondomestic users subject to categorical pretreatment standards expressed only in terms of allowable pollutant discharge per unit of production, or other measure of operation, the report required by subsection (a) immediately above shall include the nondomestic user's actual average production rate for the reporting period.
- (d) All categorical and noncategorical nondomestic users shall notify the YCUA immediately of all discharges that could cause problems to the POTW, including any slug loadings.
- (e) All of the following provisions apply to SIUs that are categorical industrial users or noncategorical industrial users with regards to monitoring and analysis to demonstrate continued compliance:
  - (1) The reports required in section 62-123 of this article or in this section shall contain the results of sampling and analysis of the discharge, including the flow and the nature and concentration, or production and mass when requested by the YCUA, of pollutants contained in the discharge that are limited by the applicable pretreatment standards. The sampling and analysis may be performed by the YCUA instead of the nondomestic user. Where the YCUA elects to perform the required sampling and analysis instead of the nondomestic user, the nondomestic user will not be required to submit the compliance certification required under subsection 62-123(6) and subsection (a) of this section. In addition, where the YCUA collects all the information required for the report, including flow data, the nondomestic user will not be required to submit the report. The YCUA shall provide, to the nondomestic user, within ten days after the results are available, the results of any sampling the YCUA performs for nondomestic user self-monitoring that show a violation of any pretreatment standard. Any certification required by a categorical pretreatment standard shall be included with the semiannual compliance reports.
  - (2) If sampling performed by a nondomestic user indicates a violation of pretreatment standards, the nondomestic user shall notify the YCUA within 24 hours of becoming aware of the violation. The nondomestic user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the YCUA within 30 days after becoming aware of the violation; however, the nondomestic user is not required to resample if the YCUA performs sampling at the nondomestic user at a frequency of at least once per month or if the YCUA performs sampling at the nondomestic user between the time when the nondomestic user performs its initial sampling and the time when the nondomestic user receives the results of the sampling.
  - (3) The reports required in subsection (c)(3) of this section shall be based upon data obtained through appropriate sampling and analysis performed during the period covered by the report, which data is representative of conditions occurring during the reporting period. The YCUA may establish and require a frequency of monitoring that is necessary to assess and assure compliance by nondomestic users with applicable pretreatment standards and requirements.
  - (4) All analyses shall be performed in accordance with procedures established by the EPA pursuant to Section 304(h) of the Clean Water Act and contained in 40 CFR Part 136 as amended or with any other test procedures approved by the EPA. Sampling shall be performed in accordance with the techniques approved by the EPA. Where the provisions of the Part 136 do not include sampling or analytical techniques for the pollutants in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed using validated analytical methods or any other sampling and analytical procedures, including procedures suggested by the YCUA or other parties and approved by the EPA.
  - (5) If a nondomestic user monitors any pollutant more frequently than required by the YCUA using the procedures prescribed in subsection (4) immediately above, the results of the monitoring shall be included in the report.

- (6) A minimum of one grab samples shall be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organics. For all other pollutants, 24-hour composite samples shall be obtained through flow-proportional composite sampling techniques. The YCUA may waive flow-proportional composite sampling for any nondomestic user that demonstrates that time-proportional sampling is representative of the discharge during the sampling period. Samples obtained through time-proportional composite sampling techniques or through a minimum of four grab samples may be approved by the director or designee when the user demonstrates that this will provide a representative sample of the effluent being discharged.
- (f) The YCUA may require appropriate reporting from nondomestic users that have discharges, which are not subject to categorical pretreatment standards. Significant industrial users shall submit, to the YCUA, at least semiannually, a description of the nature, concentration, and flow of the pollutants required to be reported by the YCUA. The reports shall be based on sampling and analysis performed in the period covered by the report and performed in accordance with the techniques described in 40 CFR Part 136 as amended. Where the provisions of the Part 136 do not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the YCUA or other persons and approved by the EPA. The sampling and analysis may be performed by the YCUA instead of the significant industrial user. Where the YCUA collects all of the information required for the report, the significant industrial user will not be required to submit the report. The YCUA shall provide, to the nondomestic user, within ten days after the results are available, the results of any sampling it performs for nondomestic user self-monitoring that show a violation of any pretreatment standard. Where the YCUA performs sampling for a significant industrial user, the YCUA must perform any required repeat sampling and analysis within 30 days of becoming aware of a violation.
- (g) All periodic compliance reports shall be certified and signed by the authorized representative of the industrial user. The authorized representative shall state the following certification when submitting the periodic compliance reports to the YCUA: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquire of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-160. - Powers of the YCUA.**

Wastewater discharges shall be expressly subject to all provisions of this article, the Act and State Act and all other applicable regulations, rules, plans, programs and orders established by the YCUA. The YCUA may:

- (1) Limit the average and maximum wastewater constituents and characteristics.
- (2) Limit the average and maximum rate and time of discharge or make requirements for flow regulations and equalization.
- (3) Require the installation and maintenance of inspection and sampling facilities.
- (4) Establish specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule.
- (5) Establish compliance schedules.
- (6) Require submission of technical reports or discharge reports.

- (7) Require the maintaining, retaining and furnishing of plant records relating to wastewater discharge as specified by the YCUA, and affording the YCUA access thereto, and copying thereof.
- (8) Require notification of slug discharges and accidental spills.
- (9) Require other conditions as deemed appropriate by the YCUA to ensure compliance with this article, the Act and the State Act. The YCUA shall require notification of the YCUA for any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the POTW.
- (10) Take any other action, including enforcement action, required or authorized by this article.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-161. - Sampling and monitoring facilities may be required.**

The YCUA shall, when determined necessary by the director, require to be provided and operated at the user's own expense, monitoring facilities to allow inspection, sampling, and flow measurement of the building sewer and/or internal drainage systems. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user. Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with plans and specifications submitted to and approved by the YCUA and all applicable local construction standards and specifications. Construction shall be completed within 90 days following written notification by the YCUA.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-162. - Right to access of facilities for inspection, sampling, records examination, record copying or other duties.**

The YCUA shall inspect the facilities of any user to ascertain whether the purpose of this article is being met and all requirements are being complied with. Persons or occupants of premises where wastewater is created or discharged shall allow the YCUA or its representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination, records copying or in the performance of any of their duties. The YCUA, EGLE and EPA shall have the right to set up on the user's property, at the user's expense, such devices as are necessary to conduct sampling inspection, compliance monitoring and/or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards or other appropriate personnel so that upon presentation of suitable identification, personnel from the YCUA, EGLE and EPA will be allowed to enter, without delay, for the purposes of performing their specific responsibilities.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-163. - Compliance with ordinance provisions required.**

- (a) Industrial users shall provide necessary wastewater treatment as required to comply with this article, the Act and State Act and shall achieve compliance with all pretreatment standards within the time limitations as specified by the federal pretreatment regulations and as required by the YCUA, the Act or the State Act. Any industrial user that qualifies, as a new source is required to have pretreatment equipment installed and operational before discharging and shall be in full compliance within 90 days of initial discharge. Any facilities required to pretreat wastewater to a level acceptable to the YCUA shall be provided, operated, and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the YCUA for review and shall

be approved by the YCUA before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the YCUA under the provisions of this article, the Act or the State Act. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be approved by the YCUA prior to the user's initiation of the changes.

- (b) As required by Section 403.8(D) (viii) of the Federal Register, the YCUA shall publish at least annually in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW of the industrial users, which during the previous 12 months, were in significant noncompliance with any applicable pretreatment requirements. All records relating to compliance with pretreatment standards shall be made available to officials of the EPA or EGLE upon request.

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-164. - Confidentiality of information.**

Information and data on a user obtained from reports, questionnaires, permit applications, wastewater discharge permits and monitoring programs, and from inspections shall be available to the EGLE and the EPA without restriction and shall be available to the public without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the director that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user, in accord with applicable provisions of the State Freedom of Information Act, Public Act 442 of 1976, as amended and Rule 323.2314 of the Part 23 Rules promulgated under the State Act.

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-165. - Enforcement by City.**

All orders, directives, legal and/or equitable actions, which are necessary and appropriate to enforce this article, the Act and State Act shall be carried out by the YCUA and the City. Nothing contained in this section shall preclude the City or the YCUA from instituting, maintaining or joining any legal and/or equitable actions to enforce this article, the Act and State Act.

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-166. - Records, accounts, audits, classification of users, insurance.**

- (a) The YCUA will maintain and keep proper books of records and accounts, separate from all other records and accounts, in which shall be made full and correct entries of all transactions relating to the POTW. The YCUA will cause an annual audit of such books of record and account for the preceding operating year to be made by a recognized independent certified public accountant and will supply such audit report to authorized public officials on request.
- (b) In conjunction with the audit there shall be an annual review of the sewer charge system for adequacies meeting expected expenditures for the following year.
- (c) Classification of old and new industrial users may also be reviewed annually.
- (d) The YCUA will maintain and carry insurance on all physical properties of the system, of the kinds and in the amounts normally carried by public utility companies and municipalities engaged in the operation of sewage disposal systems.
- (e) Retention of records. A user shall retain records of all monitoring information, including, all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this article, an order, or a wastewater discharge permit, all documentation associated with best management practices, and the records of all data used

to complete the application for a wastewater discharge permit, for a period of at least three years from the date of a sample, measurement, report application or orders. This period may be extended by the YCUA at any time at the director's discretion.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-167. - Powers and authority of inspectors.**

The director and other duly authorized employees of the YCUA bearing proper credentials and identification shall be allowed to enter upon all properties for the purpose of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this article, the Act and State Act.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-168. - Enforcement process.**

- (a) Emergency suspension. The director may suspend the wastewater treatment service and/or any wastewater discharge permit issued under this article when such a suspension is necessary, in the opinion of the director, in order to stop an actual or threatened discharge that presents or may present an imminent or substantial danger to the health or welfare of persons or the environment, the POTW, or constitutes a violation of any condition of the NPDES or other permit, this article, the Act or State Act. Any user notified of a suspension of wastewater treatment services or a wastewater discharge permit shall immediately stop or eliminate its discharge into the POTW. If a user fails to immediately comply with such a suspension order and as required in this section, the YCUA shall take such steps as deemed necessary, including immediate termination or severance of the user's sewer connection to prevent or minimize damage to any person, the POTW or the environment. The YCUA will allow the user to recommence its discharge upon receipt of proof of compliance with this article and the elimination of the discharge and/or identified danger. A user whose wastewater treatment service or wastewater discharge permit has been suspended under this article shall submit, within 15 days of the suspension, a written statement to the director describing the causes of the harmful discharge and the measures taken to prevent future harmful discharges in addition to other information required by this article or otherwise required by the Act or State Act under such circumstances.
- (b) Notice letter. The minimum enforcement response that the director will use to notify a user that a violation of the local applicable sewer use ordinance or YCUA industrial pretreatment program has occurred or is occurring.
- (c) Notification of violation. Whenever the director finds that any user has violated or is violating any provision of this article or a wastewater discharge permit, an order issued under this article, the Act or State Act, the director may serve upon said user written notice of the violation. Within 30 days of receipt of such notice the user shall submit to the director an explanation of the violation and a written plan for satisfactory correction. Submission of this plan does not relieve the user of liability for any violations occurring before or after receipt of the notice of violation or as otherwise provided in this article, the Act or State Act.
- (d) Show cause order. The director may order any user violating this article or a wastewater discharge permit, an order issued under this article, the Act, or State Act, to show cause why a proposed enforcement action should not be taken. The show cause notice shall require the user to appear before the director for a show cause meeting within a reasonable time, not less than ten days after first class mailing of the order to the user's recorded or last known address. Enforcement action may be pursued whether or not a user appears at a show cause meeting and issuance of a show cause order does not relieve the user of liability for any violation occurring before or after receipt of the notice or as otherwise provided in this article, the Act, or State Act.
- (e) Consent order. The director is empowered to enter into consent orders, assurances of voluntary compliance and other similar documented agreements establishing an agreement with a user

responsible for noncompliance with an order, wastewater discharge permit, this article, the Act or State Act. Such a document may include compliance schedules, stipulated fines or penalties, the amount of which shall not be limited by the civil fine assessment provision of this article, remedial actions and signatures of the director and user. Consent orders or similar documented agreements prepared and executed under this section shall have the same force and effect as other orders issued under this article.

- (f) Compliance order. When the director finds that a user has violated or continues to violate this article, a wastewater discharge permit, an order issued under this article, the Act or State Act, an order may be issued to the user directing that, following a specified time period, sewer service shall be discontinued unless adequate treatment facilities, devices or other related appurtenances have been installed and are properly operated and compliance is otherwise achieved. Such an order may contain other requirements as might be reasonably necessary and appropriate to address the noncompliance, including, but not limited to, the installation of pre-treatment technology, additional self-monitoring and new management practices. Issuance of a compliance order does not relieve the user of liability for any violation occurring before or after receipt of the notice or as otherwise provided in this article, the Act or State Act.
- (g) Cease and desist order. When the director finds that a user has violated or continues to violate this article, a wastewater discharge permit, an order issued under this article, the Act or State Act, an order may be issued to the user responsible for the violation directing that such violations cease and desist immediately. In an emergency, the order to cease and desist may be given by telephone. In a nonemergency situation, the cease and desist order may be used to suspend or permanently revoke a wastewater discharge permit or permits. A cease and desist order may require the user to take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and terminating the discharge. Issuance of a cease and desist order does not relieve the user of liability for any violation occurring before or after receipt of the order or as otherwise provided in this article.
- (h) Termination of wastewater discharge permit. Any user who has a wastewater discharge permit who violates the following conditions of the permit or violates other provisions of this article, the Act or State Act, or any applicable state or federal law or regulation is subject to permit termination:
  - (1) Failure to accurately report wastewater constituents and characteristics;
  - (2) Failure to report significant changes in operations or wastewater constituents and characteristics;
  - (3) Refusal of reasonable access to the user's premises or records for the purpose of inspection, monitoring or sampling or for any other purpose authorized under this article, the Act or State Act;
  - (4) Failure to comply with an order issued under this article; or
  - (5) For those reasons stated in section 62-138 of this article or for any other reason for termination as provided in this article, the Act or State Act.

Such users shall be notified of the proposed wastewater discharge permit termination and shall be offered an opportunity to show cause under the provision of subsection (d) of this section, why the proposed action should not be taken.

- (i) Administrative assessments. Notwithstanding any other section of this article, any user who violates any provision of this article, a wastewater discharge permit, an order issued under this article, the Act or State Act, shall be liable to the YCUA and/or City for any expense loss or damage occasioned by reason of such violation including, but not limited to, reasonable attorney's fees and may be subject to an administrative assessment by the YCUA in an amount of \$1,000.00 per violation, per day. Each day on which noncompliance shall occur or is continued shall be deemed a separate and distinct violation. Such expense, loss, damage or assessments may be added to a user's sewer service charges and the YCUA and the City shall have such other collection rights and remedies as designated by law, the Act, the State Act and this article to collect these sewer service charges.

- (j) Judicial remedies. A person who violates any provision of this article, a wastewater discharge permit, an order issued under this article, the Act or State Act, is subject to the judicial remedies described below in addition to being responsible for a civil fine assessment or a misdemeanor or any administrative remedy or enforcement action provided for in this article:
- (1) Whenever a user has violated or continues to violate the provisions of this article, a wastewater discharge permit, an order issued under this article, the Act or the State Act, the director, through counsel, may petition the circuit court for issuance of a preliminary or permanent injunction or both to restrain or compel certain activities on the part of the user.
  - (2) Any user who has violated or continues to violate any order or wastewater discharge permit issued hereunder may be liable to the YCUA in such judicial proceedings for a civil fine assessment of \$1,000.00, plus actual damages, direct or indirect, incurred by the YCUA, per violation, per day, for as long as the violation continues. Additionally, the YCUA may recover reasonable attorney's fees; court costs and other expenses associated with any enforcement activities, including sampling, monitoring and analysis expenses.
  - (3) The director, through counsel, may petition the circuit court to impose, assess, and recover such assessments and sums. In determining the amount of liability, the court shall consider all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude or duration of the violation, any economic benefit gained by the user through the violation, corrective actions by the user, the compliance history of the user and any other relevant factor.
- (k) Liens. Any fine or other assessment issued or imposed under this article or other costs or charges imposed under this article may be added to the user's sewer service charges and the YCUA shall have such other collection rights and remedies as designated by law and this article to collect said charges, and all unpaid charges, fines, assessments, penalties and service charges shall constitute and may be recorded as a lien against the user's property if not paid within the time frame allocated by YCUA or a court for payment. The filing of such a lien shall not prevent YCUA from pursuing other collection remedies.
- (l) Appeals. Any person or user subject to enforcement action under the provisions of this article, the Act or State Act, except for civil fine assessment notices, consent orders, emergency actions under this article or judicial actions by the YCUA, may request a hearing before the director within ten days of receipt of notification of the proposed enforcement action. A hearing shall then be held by the director concerning the violation, the reasons why the enforcement action was taken, the proposed enforcement action, and the user's explanation or other relevant evidence. An appeal may be taken from the director's final decision. The following rules shall apply to the hearing and appeal:
- (1) The director may issue notices of such a hearing requiring the attendance and testimony of witnesses or the production of evidence relative to the hearing.
  - (2) In the event a request for hearing is not filed within ten days of the user's notice of an enforcement action, failure to file such a request shall be deemed a waiver of any and all hearing or appeal rights established under this article.
  - (3) A request for hearing shall state the basis for the request, the reasons in support of the request and any alternative relief, which the aggrieved party seeks.
  - (4) During the pendency of any hearing process or appeal the user must comply with the enforcement action or the YCUA order from which the appeal is taken.
  - (5) At the hearing, testimony may be taken under oath and recorded stenographically. A transcript of the hearing shall be made available to any member of the public or any party to the hearing upon payment of usual and reasonable charges.
  - (6) After the director has held such a hearing and reviewed the evidence, he may issue an order affirming, modifying or withdrawing the enforcement action.

- (7) Within 15 days from receipt of the director's final decision, the aggrieved party may appeal the decision to the board stating the grounds on which the appeal is based together with all documents, evidence, transcripts and information in support of the aggrieved party's position. In addition, the aggrieved party shall file five copies of the appeal and supporting documentation with the board and serve an additional copy on the director.
  - (8) The director shall have 30 days to respond to the appeal and to submit all evidence, documents and information in support of the director's decision and shall file five copies with the board and shall serve an additional copy on the aggrieved party.
  - (9) Within 30 days of receiving the director's response the board shall meet and review all documents and evidence pertaining to the appeal and shall issue an order affirming the director's order, affirming the director's order in part and reversing in part, or reversing the director's order in full. The board shall forward a copy of its decision to all interested parties.
- (m) Industrial pretreatment program (IPP) and enforcement response plan (ERP). This article, the Act and State Act shall also be enforced by the YCUA pursuant to a written industrial pretreatment program adopted by the YCUA as required by the Act and State Act which plan shall include those plan elements required by the Act and State Act including, but not limited to, an enforcement response plan designed to achieve enforcement of that program. That enforcement response plan shall provide for, at minimum, those powers of enforcement granted by this article, the Act and State Act.
- (n) Time limits. The YCUA's failure to strictly comply with and/or to meet an enforcement procedure time deadline or other time deadline specified in this article, the Act, State Act, or the enforcement response plan, shall not prohibit or prevent the YCUA from taking enforcement or other action outside of or not in compliance with such a time deadline, unless the user or permittee in question has been and is able to demonstrate that it has been materially prejudiced by action taken by the YCUA outside of or not in compliance with such a time deadline.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-169. - Same—Surcharges, fees.**

The director shall establish appropriate surcharges or fees to reimburse the YCUA for the additional cost of operation and maintenance of the sewage works or POTW due to violations of this article, the Act or State Act.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-170. - Permit—Requirements for nondomestic users.**

- (a) All nondomestic users must notify the director of the nature and characteristics of their wastewater prior to commencing their discharge. The director is authorized to prepare a form for this purpose.
- (b) It shall be unlawful for significant industrial users to discharge wastewater, either directly or indirectly, into the sewage works or POTW without first obtaining a wastewater discharge permit from the YCUA. The director may require that other nondomestic users, including, but not limited to, liquid waste haulers to obtain a wastewater discharge permit as necessary to carry out the purposes of this article. Any violation of the terms and conditions of a wastewater discharge permit shall be deemed a violation of this article. Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to obtain other permits required by federal, state or local law.
- (c) Any industrial user located beyond the City limits shall submit a wastewater discharge permit application within 60 days of the effective date of the ordinance from which this article is derived. New industrial users located beyond the City limits shall submit such applications to the director 60 days prior to discharging into the sewage works or POTW. Upon review and approval of such application, the director may issue a wastewater discharge permit requiring the user to abide by this article,

including all compliance monitoring, reporting, and enforcement provisions contained in this article, the Act or State Act.

- (d) Any SIU which discharges nondomestic waste into the POTW prior to the effective date of the ordinance from which this article is derived and who wishes to continue such discharges in the future, shall, within 90 days after such date, apply to the YCUA for a wastewater discharge permit and shall not cause or allow discharges to the POTW to continue after 180 days from and after the effective date of the ordinance from which this article is derived except in accordance with a wastewater discharge permit issued by the director.
- (e) Any SIU proposing to begin or recommence discharging nondomestic wastes into the sewage works or POTW must obtain a wastewater discharge permit prior to beginning or recommencing such discharge. An application for this permit must be filed at least 60 days prior to the anticipated start-up date.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-171. - Same—Application.**

- (a) In order to be considered for a wastewater discharge permit, all industrial users required to have a permit must submit the information required by section 62-122 on an application form approved by the director.
- (b) When required, plans must be certified for accuracy by a professional engineer registered in the state of Michigan.
- (c) All applications must contain the following certification statement and be signed by an authorized representative of the industrial user: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."
- (d) The director will evaluate the data furnished by the industrial user and may require additional information. After evaluation of the data furnished, the director may issue a wastewater discharge permit subject to terms and conditions provided herein.
- (e) At the time an application for a wastewater discharge permit is made, the user shall pay to the YCUA a permit fee in an amount established from time to time by the board, which fee shall be refunded to the user in the event the permit is denied. In addition to the above-stated permit fee, the user shall pay to the YCUA a nonrefundable permit application fee equal to the YCUA's expenses, and the YCUA expenses incurred in hiring laboratories, engineers, or other consultants, for the purpose of evaluating the permit application submitted by the user to the YCUA.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-172. - Same—Contents.**

Wastewater discharge permits shall include such conditions as are reasonably deemed necessary by the director to prevent pass-through or interference, protect the quality of the water body receiving the POTW's effluent, protect worker health and safety, facilitate POTW sludge management and disposal, protect ambient air quality, and protect against damage to the POTW collection system or plant and ensure compliance with this article, the Act and State Act. Wastewater discharge permits shall contain a statement of the duration of the permit, which shall not be more than five years; a statement of permit nontransfer ability without prior notification to the YCUA and provision of a copy of the existing permit to the new owner

or operator; effluent limits based on applicable general pretreatment standards, categorical pretreatment standards, local limits, and state and local law; self-monitoring, sampling, reporting, notification, and record keeping requirements, including identification of the pollutants to be monitored, sampling location, sampling frequency, and sample type, based on the applicable general pretreatment standards, categorical pretreatment standards, local limit, and state and local law; and a statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements and any applicable compliance schedule. The schedule may not extend the compliance date beyond applicable federal or state deadlines. Wastewater discharge permits may contain, but need not be limited to, the following:

- (1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization.
- (2) Limits on the average and/or maximum concentration, mass, or other measure of identified wastewater constituents or properties.
- (3) Requirements for the installation of pretreatment technology or construction of appropriate containment devices, or similar requirements designed to reduce, eliminate, or prevent the introduction of pollutants into the sewage works or POTW.
- (4) Development and implementation of spill control plans or other special conditions including additional management practices necessary to adequately prevent accidental, unanticipated, or routing discharges.
- (5) The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the sewage works or POTW.
- (6) Requirements for installation and maintenance of inspection and sampling facilities.
- (7) Specifications for monitoring programs, which may include sampling locations, frequency of sampling, number, types, and standards for tests, and reporting schedules.
- (8) Compliance schedules.
- (9) Requirements for submission of technical reports or discharge reports.
- (10) Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the director and affording the director, or his representatives, access thereto.
- (11) Requirements for notification of any new introduction of wastewater constituents or of any substantial change in the volume or character of the wastewater being introduced in the sewage works or POTW.
- (12) Requirements for the notification of any change in the manufacturing and/or pretreatment process used by the permittee.
- (13) Requirements for notification to the YCUA of excessive, accidental, or slug discharges.
- (14) Other conditions as deemed appropriate by the director to ensure compliance with this article and state and federal laws, rules, and regulations, including the Act and State Act.
- (15) A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable federal, state or local pretreatment standards or limits, including those which become effective during the term of the permit.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-173. - Same—Issuance process.**

- (a) Wastewater discharge permits shall be issued for a specified time period, not to exceed five years. A permit may be issued for a period less than five years, at the discretion of the director.

- (b) The director will provide all interested persons with notice of final wastewater discharge permit terms. Upon notice by the director, any person, including the industrial user, may petition to appeal the terms of the permit to the board within 30 days of the notice.
- (1) Failure to submit a timely petition for review shall be deemed to be a waiver of the appeal.
  - (2) In its petition, the appealing party must indicate the wastewater discharge permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to be placed in the wastewater discharge permit.
  - (3) The effectiveness of the wastewater discharge permit shall not be stayed pending a reconsideration by the board. If, after considering the petition and any arguments put forth by the director, the board determines that reconsideration is proper, it shall remand the permit back to the director for reissuance. Those wastewater discharge permit provisions being reconsidered by the director shall be stayed pending reissuance.
  - (4) A board's decision not to reconsider a final wastewater discharge permit shall be considered final administrative action for purposes of judicial review.
- (c) The director may modify or terminate a wastewater discharge permit for good cause including, but not limited to, the following:
- (1) To incorporate any new or revised federal, state or local pretreatment standards or requirements.
  - (2) Material or substantial alterations or additions to the discharger's operation processes, or discharge volume or character which were not considered in drafting the effective wastewater discharge permit.
  - (3) A change in any condition in either the industrial user or the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge.
  - (4) Information indicating that the permitted discharge poses a threat to the POTW or POTW personnel or the receiving waters or the health of any person or the general public.
  - (5) Violation of any terms or conditions of the wastewater discharge permit.
  - (6) Misrepresentation or failure to disclose fully all relevant facts in the wastewater discharge permit application or in any required reporting.
  - (7) Revision of or a grant of variance from such categorical standards pursuant to 40 CFR Part 403.13 as amended.
  - (8) To correct typographical or other errors in the wastewater discharge permit.
  - (9) To reflect transfer of the facility ownership and/or operation to a new owner/operator.
  - (10) Upon request of the permittee, provided such request does not create a violation of any applicable requirements, standards, laws, or rules and regulations.
  - (11) Falsifying self-monitoring reports.
  - (12) Tampering with monitoring equipment.
  - (13) Refusing to allow timely access to the user's facility, premises and records.
  - (14) Failure to meet effluent limitations.
  - (15) Failure to pay fines.
  - (16) Failure to pay sewer charges.
  - (17) Failure to meet compliance schedules.
  - (18) As provided in section 62-133.

- (d) The filing of a request by the permittee for a wastewater discharge permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any wastewater discharge permit condition.
- (e) Wastewater discharge permits may be reassigned or transferred to a new owner and/or operator with prior approval of the director, if:
  - (1) The permittee must give at least 30 days' advance notice to the director; and
  - (2) The notice must include a written certification by the new owner which:
    - a. States that the new owner has no immediate intent to change the facility's operations and processes.
    - b. Identifies the specific date on which the transfer is to occur.
    - c. Acknowledges full responsibility for complying with the existing wastewater discharge permit.
- (f) Permitted industrial users shall apply for a wastewater discharge permit reissuance by submitting a complete permit application a minimum of 90 days prior to the expiration of the user's existing permit. An expired wastewater discharge permit will continue to be effective and enforceable until the permit is reissued, if:
  - (1) The industrial user has submitted a complete permit application at least 90 days prior to the expiration date of the user's existing wastewater discharge permit; and
  - (2) The failure to reissue the permit, prior to expiration of the previous wastewater discharge permit, is not due to any act or failure to act on the part of the permitted industrial user.
- (g) Nothing in this article shall be construed as preventing any special agreement or arrangement between the POTW and any user whereby wastewater of unusual strength or character is accepted into the POTW and specially treated and subject to any payments or user charges, as may be applicable. However, no discharge which violates pretreatment standards will be allowed under the terms of such special agreements. If, in the opinion of the director, the wastewater may have the potential to cause or result in any of the following circumstances, no such special agreement will be made:
  - (1) Pass through or interference; or
  - (2) Endanger municipal employees or the public.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-174. - Penalty for violation of article; liability of user.**

- (a) Any person who violates any provision of this article, a wastewater discharge permit, an order issued under this article, the Act or State Act, shall be liable to YCUA for and may be subject to a civil fine assessment of \$1,000.00 per violation, per day, plus any costs, damages and expenses, direct or indirect, incurred by the City or the YCUA in connection with the violation. Each day on which a violation continues shall be deemed a separate and distinct violation.
- (b) Any person who violates any provision of this article that is listed below shall be guilty of a misdemeanor, and upon conviction is subject to a fine of not more than \$500.00, exclusive of any civil fine assessment or other costs, damages and expenses, or by imprisonment for not more than 90 days, or both. Misdemeanor violations include:
  - (1) Intentional unpermitted discharge;
  - (2) Falsification of a monitoring report or the making of any false statement, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this article;
  - (3) Improper sampling, with evidence of an intent to falsify or mislead;

- (4) Intentional failure to install monitoring equipment after a deadline established by an order issued under this article or the tampering with or knowingly rendering inaccurate any monitoring device or equipment or method required under this article;
- (5) Intentional recurring violation of a compliance schedule in a wastewater discharge permit or a violation of a compliance schedule in an order issued under this article; or
- (6) Illegal discharge when the discharge causes harm and there is evidence of intent.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-175. - Funding/fees.**

- (a) The purpose of this section is to provide for the recovery of costs from permitted industrial users of the POTW. The applicable charges or fees established by the board shall be sufficient to meet the costs of the operation, maintenance, improvement or replacement of the system, or as provided by law or by board action.
- (b) The board shall adopt charges and fees which shall include, but not necessarily limited to:
  - (1) Fees for reimbursement of costs of establishing, operating, maintaining, or improving the YCUA's industrial pretreatment programs; and enforcement response plan.
  - (2) User fees based upon volume of waste and concentration or quantity of specific pollutants in a discharge, and to cover other treatment costs including sludge handling and disposal; and
  - (3) Reasonable fees for reimbursement of costs for enforcement hearings or other enforcement action including, but not limited to, expenses regarding hearings officers, court reporters, attorney fees, and transcriptions; and
  - (4) Other fees, which the board may deem necessary, to carry out the requirements contained herein and continued in other IPP and ERP, or as may be required by law.

(Ord. No. 1129, 8-17-2010)

**Secs. 106-176—106-190. - Reserved.**

## **DIVISION 3. - BUILDING SEWERS AND CONNECTIONS**

### **Sec. 106-191. - Permit required.**

No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof or any part of the sewage works or POTW without first obtaining written authorization from the director.

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-192. - Classes of permits; application; fees.**

There shall be two classes of building sewer permits:

- (1) For residential and commercial service; and
- (2) For service to establishments producing industrial wastes. In either case, the owner or his agent shall make application on a form furnished by the YCUA. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent, in the judgment of the City or the YCUA. A permit and inspection fee for a residential or commercial building sewer permit and for an industrial building sewer permit shall be paid to the YCUA at the time the application is filed.

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-193. - Costs of connection to be borne by owner; indemnification of City and YCUA.**

All costs and expenses incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the City and the YCUA from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-194. - Separate building sewer for each building required; exception.**

A separate and independent building sewer shall be provided for every building except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, courtyard, or driveway. The building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-195. - Use of old building sewers with new buildings.**

Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the City or the YCUA, to meet all requirements of this article.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-196. - Construction specifications.**

The size, slope, alignment, and materials of construction of a building sewer; and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City or the YCUA. In the absence of the Code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WEF Manual of Practice No. 9 shall apply.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-197. - Elevation.**

Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to enable gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-198. - Prohibited connections.**

- (a) No person shall make connection of roof downspouts, exterior foundation drains, areaway drains or other sources of surface runoff or groundwater to a building sewer or building drain which, in turn, is connected directly or indirectly to a public sanitary sewer or combined sewer unless specifically approved by the director. The director may approve or disapprove such connections at director's sole discretion.
- (b) The YCUA shall not allow any connection to the sanitary sewer unless there is sufficient capacity in the sewage works or POTW to convey and adequately treat the additional wastewater from the proposed connection.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-199. - Connection specifications.**

- (a) The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules, land regulations of the YCUA or the procedures set forth in appropriate specifications of the ASTM, and the WEF Manual of Practice No. 9. All such connections shall be made gastight and watertight.
- (b) Any deviation from the prescribed procedures and materials must be approved by the YCUA before installation.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-200. - Inspection; supervision of connection.**

The contractor installing the building sewer shall notify the YCUA when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the observation of the YCUA.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-201. - Guards for excavations; restoration of public property.**

All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City and the YCUA. Work shall also be conducted in accordance with requirements of the entity, municipal or otherwise, having jurisdiction over any affected road, easement or right-of-way.

(Ord. No. 1129, 8-17-2010)

**Secs. 106-202—106-225—62-175. - Reserved.**

## **DIVISION 4. - USE OF PUBLIC SEWERS**

### **Sec. 106-226. - Required.**

- (a) It shall be unlawful for any person to place, deposit or allow to be deposited in an unsanitary manner upon public or private property within the City, or in any area under its jurisdiction, any human or animal excrement, garbage or other objectionable waste.
- (b) It shall be unlawful to discharge to any natural outlet, any sanitary sewage, industrial wastes, or other polluted water, except where suitable treatment has been provided in accordance with provisions of this article.
- (c) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage.
- (d) The owner of all houses, buildings, or properties used for human occupancy, employment, recreation or other purpose situated within the City and abutting on any street, alley or right-of way in which there is now located or may in the future be located a public sanitary sewer or combined sewer of the City or the YCUA, is hereby required at his expense to install suitable sewage facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this article, within 90 days after the date of official notice.

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-227. - Unpolluted discharges.**

- (a) No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, water from footing drains, roof water, or other unpolluted water to any sanitary sewer or sewer connection except as specifically approved by the director. The director may approve or disapprove such discharges at director's discretion or otherwise provided in this article. Any premises connected to a storm sewer shall comply with county, state and federal requirements as well as those by the City and the YCUA.
- (b) Stormwater, groundwater, water from footing drains and all other unpolluted drainage shall be discharged into such sewers as are specifically designated as combined sewers, or storm sewers, or to a natural outlet, except as otherwise provided in this article. Industrial cooling water or unpolluted process waters may be discharged upon application and approval of the YCUA and the appropriate state agency to a storm sewer, or natural outlet.

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-228. - Fats, oils, and grease (FOG) interceptor and sand interceptors.**

Fats, oils, and grease (FOG) and sand interceptors shall be provided when, in the opinion of the director or in accordance with the YCUA policy, are necessary for the proper handling of liquid wastes containing fats, oils, or grease discharges in which the concentration in a grab sample exceeds the 100 mg/l limit, or any flammable wastes, sand, or other harmful ingredients; except that such interceptors shall not be required for single-family or multiple-family dwelling units. All interceptors shall be of a type and capacity approved by the YCUA and in accordance with the requirements of the applicable building and plumbing code. Interceptors shall be located as to be readily and easily accessible for cleaning and inspection. Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight and equipped with easily removable covers which when bolted into place shall be gastight and watertight. When installed, all fats, oils, and grease, and sand interceptors shall be maintained by the owner, at owner's expense, in continuously efficient operation at all times. A user may petition the director for an exemption

from having to install a FOG interceptor in accordance with provisions specified in the YCUA FOG mitigation program policy, as amended from time to time. The YCUA's FOG mitigation program policy does not apply to contract communities. Upon approval by the director, the YCUA's contract communities may implement an ordinance or written policy in lieu of this section.

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-229. - Prohibited discharges.**

No user shall contribute or cause to be contributed, directly or indirectly, any pollutant or wastewater which will pass through or interfere with the operation or performance of the sewage works.

A user may not contribute the following substances to the sewage works:

- (1) Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the sewage works or to the operation of the sewage works.
- (2) Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the POTW.
- (3) Any wastewater having a pH less than 5.0 s.u. or greater than 11.0 s.u.; or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of the POTW.
- (4) Any wastewater containing toxic pollutants or of high chlorine demand in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the POTW, or exceed the limitation set forth in this article, in the EPA categorical pretreatment standard, or any other federal, state or county standards.
- (5) Pollutants that result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause worker health and safety problems. This prohibition includes, but is not limited to, wastewaters which contain liquids, solids, or gases that cause gases, vapors, or fumes from the discharge to exceed ten percent of the immediately dangerous to life and health (IDLH) concentration. Discharges which contain more than one pollutant which may contribute to fume toxicity shall be subject to more restrictive limitations, as determined necessary by the director. The more restrictive discharge limits shall be calculated based on the additive fume toxicity of all compounds identified or reasonably expected to be present in the discharge.
- (6) Any noxious or malodorous liquids, gases, or solids which singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the POTW sewers or other structures for maintenance and repair.
- (7) Any substance, which may cause the sewage, works such as residues, sludges, or scums, to be unsuitable for land application or reclamation and reuse or to interfere with the reclamation process.
- (8) Any substance which will cause the POTW to violate its NPDES permit or the receiving water quality standards.
- (9) Any wastewater with color of sufficient light absorbency to interfere with treatment plant process, prevent analytical determinations, or create any aesthetic effect on the treatment plant effluent, such as, but not limited to, dye wastes and vegetable tanning solutions.
- (10) Daily maximum concentration or mass loading shall not be exceeded on any single calendar day. Where daily maximum limitations are expressed in terms of a concentration, the daily discharge is the arithmetical measurement of the pollutant concentration derived from all measurements taken that day. Where daily maximum limitations are expressed in units of mass, the daily discharge is the total mass discharged during the day. If a composite sample is required for a

parameter, the determination whether the daily maximum limitation for that parameter has been exceeded on a single calendar day shall be based on the composite sample collected for that parameter on that calendar day. If grab samples are required for a parameter, the determination whether the daily maximum limitation for that parameter has been exceeded on a calendar day shall be based on the average of all grab samples collected for that parameter on that calendar day. If only one grab sample is collected for a parameter on a given day, the determination whether the daily maximum limitation for that parameter has been exceeded for the day shall be based on the results of that single grab sample. If the pollutant concentration in any sample is less than the applicable detection limit, that value shall be regarded as zero when calculating the daily maximum concentration.

- (11) Any wastewater having a temperature, which will inhibit biological activity in the sewage works resulting in interference, but in no case wastewater with a temperature at the introduction into the sewage works, which exceeds 60 degrees Celsius (140 degrees Fahrenheit) or is lower than zero degrees Celsius (32 degrees Fahrenheit).
- (12) Any wastewater containing any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by applicable state or federal regulations.
- (13) Any wastewater which causes a hazard to human life or creates a public nuisance, as determined by the director.
- (14) Organic solvent extractable substances such as fats, wax, grease, or oils of petroleum origin, whether emulsified or not, in excess of 100 mg/l or containing substances which may solidify or become viscous at temperatures between 32 degrees Fahrenheit (zero degrees Celsius) and 140 degrees Fahrenheit (60 degrees Celsius).
- (15) Gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquids, solids or gases; or other pollutants which cause the wastewater to have a closed cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius), or which cause an exceedance of ten percent of the lower explosive limit (LEL) at any point within the collection system or containing gasoline, benzene, xylene or toluene which causes the wastewater to exceed the state surface water quality standard.
- (16) Any garbage that has not been ground by household type or other suitable garbage grinders, as determined by the director.
- (17) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch, manure or any other solids or viscous substances capable of causing obstructions or other interferences with the proper operation of the POTW.
- (18) Toxic or poisonous substances in sufficient quantity to injure or interfere with any wastewater treatment process, or to constitute hazards to humans or animals, or to create any hazard in waters which receive the POTW effluent, which shall include, but are not limited to, wastes containing cyanide, chromium, cadmium, mercury, copper, and nickel ions.
- (19) Solids of such character and quantity that special and unusual attention is required for their handling.
- (20) Any substance which would cause the POTW to be in noncompliance with sludge use, recycle or disposal criteria pursuant to guidelines or regulations developed under the Act, the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act or other regulations or criteria for sludge management and disposal as required by the state.
- (21) Any medical or infectious wastes prohibited from being discharged under federal or state law and regulations.
- (22) Material considered a hazardous waste under the Resource Conservation and Recovery Act (RCRA).
- (23) Any commercial or industrial waste that may cause pass-through of pollutants or interference with the POTW operations or that violates federal, state, or local restrictions.

- (24) Any pollutant, including oxygen demanding pollutants (BOD etc.) released at a flow rate and/or pollutant concentration which will cause interference with the POTW.
- (25) Trucked and hauled waste, except at discharge points designated by the POTW.
- (26) Pollutants causing toxic gases, vapors, and fumes.
- (27) Any leachate from a hazardous waste landfill.
- (28) Any landfill leachate unless permitted and authorized under a written contract, within the YCUA's sole discretion, between the YCUA and the user.
- (29) Any pollutant discharge which constitutes a slug.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-230. - Promulgation of more stringent standards.**

Upon the promulgation of the national categorical pretreatment standards, alternative discharge limits, or other federal or state limitations, for a particular industrial subcategory, the pretreatment standard, if more stringent than limitations imposed under this article for sources in that subcategory, shall immediately supersede the limitations imposed under this article and shall be considered part of the article. The YCUA shall notify all affected users of the applicable reporting requirements.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-231. - Prohibited concentrations of certain pollutants and mercury reduction plan.**

(1) Instantaneous Limits. No user shall discharge wastewater such that the concentration of pollutants in any grab sample exceeds any of the following instantaneous maximum limits:

Compatible Pollutants

Instantaneous Limit	Parameter
100 mg/l	Fats, oil and grease (FOG)
5.0 S.U. minimum 11.0 S.U. maximum	pH

Toxic Pollutants

Instantaneous Limit	Parameter
1.0 mg/l	Total cyanides
0.22 mg/l	Available cyanide
1.3 mg/l	Bis(2-ethylhexyl) phthalate
1.0 mg/l	Total phenolic compounds <sup>a</sup>

<sup>a</sup> The total phenolic compounds limit is based on the discharge of any or all of the following phenolic compounds: 2-chlorophenol, 4-chlorophenol, 2,4-dichlorophenol, 2,4-dimethylphenol, 2,4-dinitrophenol, 2-methylphenol, 3-

methylphenol, 4-methylphenol, 2-nitrophenol, 4-nitrophenol, and phenol. Discharge of other phenolic compounds is prohibited except as specifically authorized by the director.

(2) Daily Maximum Limits for Compatibles. No user shall discharge wastewater such that the concentration of pollutants contained in a representative daily composite sample exceeds any of the following surcharge thresholds, except as permitted by the director and upon payment by that user of the appropriate surcharge fees. No user shall discharge wastewater such that the concentration of pollutants in a representative daily composite sample exceeds any of the following maximum limits unless approved by the director in accordance with this Section:

#### Compatibles

Surcharge Threshold	Maximum Limit	Parameter
350 mg/l	1,000 mg/l	5-day BOD (biochemical oxygen demand) <sup>a</sup>
350 mg/l	2,500 mg/l	Total SS (suspended solids)
20 mg/l	60 mg/l	Total phosphorus
50 mg/l	175 mg/l	Ammonia-nitrogen <sup>b</sup>
<sup>a</sup> At the director's discretion, 5-day BOD may be replaced by COD (chemical oxygen demand) with 700 mg/l surcharge threshold and 2,000 mg/l upper limit. <sup>b</sup> At the director's discretion, ammonia-nitrogen may be replaced by TKN (total Kjeldahl nitrogen) with 50 mg/l surcharge threshold and 175 mg/l maximum limit.		

(3) Daily Maximum Limits for Toxics. No user shall discharge wastewater such that the concentration of pollutants contained in a representative daily composite sample exceeds the following maximum limits:

#### Inorganic Toxics

Maximum Limit	Parameter
0.24 mg/l	Arsenic
0.002 mg/l	Beryllium
0.5 mg/l	Cadmium
4.0 mg/l	Chromium (total)
3.0 mg/l	Copper
0.3 mg/l	Lead
Nondetectable <sup>a</sup>	Mercury
2.6 mg/l	Nickel
0.084 mg/l	Silver
3.0 mg/l	Zinc
<sup>a</sup> See mercury requirements of this Section	

### Organic Toxics

Maximum Limit	Parameter
Nondetectable <sup>a</sup>	Polychlorinated Biphenyls (“PCBs”)

<sup>a</sup> There shall be no detectable amounts of polychlorinated biphenyls discharged to a City or YCUA sanitary sewer. Polychlorinated biphenyls sampling procedures preservation and handling, and analytical protocol for compliance monitoring shall be in accordance with EPA Method 608. The level of detection, developed in accordance with the procedure specified in 40 CFR 136, shall not exceed 0.2 ug/L for polychlorinated biphenyls, unless higher levels are appropriate due to matrix interference.

### PFAS Compounds

Maximum Limit	Parameter
170 ng/l	Perfluorooctane Sulfonic acid (PFOS)
2600 ng/l	Perfluorooctanoic acid (PFOA)
13,000,000 ng/l	Perfluorobutanesulfonic acid (PFBS)
580 ng/l	Perfluorononanoic acid (PFNA)
4,100 ng/l	Perfluorohexanesulfonic acid (PFHxS)

- (4) Special Alternative Limits (“SALs”). For a user’s discharge that would otherwise be prohibited by limits contained in this section, the director at the director’s discretion grant a specific SAL to that user. All SALs are subject to the following conditions:
- (a) SALs will only be issued by the director under a wastewater discharge permit or administrative order.
  - (b) SALs may be modified or terminated by the director for any reason.
  - (c) SALs do not convey any property rights or privilege of any kind whatsoever, nor shall it be construed to authorize any injury to private or public property or any invasion of personal rights, nor any violation of local, state, or federal laws or regulations.
  - (d) SALs will be limited to the following surchargeable compatible pollutants: 5-day BOD, TSS, total phosphorus, and ammonia nitrogen (or TKN).
  - (e) SALs will be developed and monitored by the YCUA industrial pretreatment program in accordance with this article and procedures approved by EGLE, including but not limited to the following:
    - i. The pollutant mass allocated to domestic users, nondomestic users, permitted industrial users, permitted industrial users with SALs, septage received by the POTW, and any other trucked waste received by the POTW shall not exceed any of the following maximum allowable headworks loadings (“MAHL”) in the aggregate:

Compatible Pollutants

MAHL	Parameter
74,700 lb/day	5-day BOD
85,400 lb/day	Total SS
1,900 lb/day	Total phosphorus
9,400 lb/day	Ammonia-nitrogen

- ii. The pollutant mass allocated to permitted industrial users, permitted industrial users with SALs, septage received by the POTW, and any other trucked waste received by the POTW shall not exceed any of the following maximum allowable industrial loadings (“MAIL”) in the aggregate:

Compatible Pollutants

MAIL	Parameter
33,900 lb/day	5-day BOD
49,600 lb/day	Total SS
803 lb/day	Total phosphorus
3,570 lb/day	Ammonia-nitrogen

- iii. The discharge concentration-equivalent of a SAL shall not exceed any collection system limitations applicable to that pollutant.
  - iv. SALs may be more restrictive than applicable federal categorical standards, but not less restrictive.
- (f) Wastewater discharge permits containing a SAL shall include, but are not limited to, the following additional requirements:
- i. Flow proportional composite sampling, except where the director authorizes the use of time proportional composite sampling *in lieu* of flow proportional sampling.
  - ii. Reporting of each SAL-regulated pollutant sample shall include concentration, applicable flow volume, and calculated discharge mass;
  - iii. Payment of corresponding extra strength surcharges in accordance with the YCUA policy on surcharging for SAL-regulated pollutants; and
  - iv. Acknowledge in writing that, as a condition of a SAL, the director may modify or terminate the SAL at director’s discretion for any reason.
- (5) The director shall annually review the wastewater quality of pollutants listed above which are discharged or proposed to be discharged to the sewage works. The director shall recommend any revisions to these limits necessary to ensure that the NPDES permit, Federal Pretreatment Standards

and water resources limits are met and to ensure that the industrial discharge will not interfere with the treatment process or sludge disposal. At such time as the previously cited limits are changed by the City or the YCUA, the unit authorizing such change shall notify the remaining units of such change.

- (6) The local discharge limitation for mercury is established at the level of detection in accordance with the following:
- (a) There shall be no detectable amounts of mercury discharged to a City or the YCUA sanitary sewer. Mercury sampling procedures, preservation and handling, and analytical protocol for compliance monitoring shall be in accordance with EPA Method 245.1. The level of detection, developed in accordance with the procedure specified in 40 CFR 136 as amended, shall not exceed 0.2 ug/L for mercury, unless higher levels are appropriate due to matrix interference.
  - (b) The evaluation of potential matrix interference(s) shall include, at a minimum, the following:
    - i. A demonstration that the laboratory conducting the analysis is capable of achieving the level of detection of 0.2 ug/L in reagent water;
    - ii. A demonstration that the level of detection of 0.2 ug/L cannot be achieved in the effluent; and
    - iii. A demonstration that an attempt has been made to resolve the matrix interference(s).
  - (c) In cases where true matrix interference(s) can be demonstrated, a discharge-specific level of detection will be developed in accordance with the procedure in 40 CFR 136 as amended. Discharge specific levels of detection will be incorporated into the wastewater discharge permit of the nondomestic user.
  - (d) To ensure that the maximum allowable mercury loading to the POTW is not exceeded, the YCUA may require any nondomestic user with a reasonable potential to discharge mercury to develop, submit for approval and implement a mercury reduction plan (MRP). The MRP may be required by wastewater discharge permit if the nondomestic user has not violated the local limit for mercury, but YCUA has determined that a reasonable potential for such violation may exist. MRPs may be required in notices of violations, orders or other enforcement actions when the nondomestic user has violated the mercury local limit. At a minimum, an approvable MRP shall contain the following:
    - i. A written commitment by the nondomestic user to reduce all nondomestic discharges of mercury to levels below the level of detection within three years of the MRP's original approval date;
    - ii. Within 60 days of notification by the YCUA that a MRP is required, the nondomestic user shall supply an initial identification of all potential sources of mercury which could be discharged to the sanitary sewer system;
    - iii. Specific strategies for mercury reduction with reasonable time frames for implementation, capable of ensuring that mercury discharges will be below the specified level of detection within three years;
    - iv. A program for quarterly sampling and analysis of the nondomestic discharge for mercury in accordance with EPA Method 245.1;
    - v. A demonstration of specific, measurable and/or otherwise quantifiable mercury reductions consistent with the goal of reducing mercury discharges below the specified level of detection. Where such reductions cannot be demonstrated through normal effluent monitoring (e.g., mercury discharges are already near level of detection), the demonstration should incorporate the following:
      - a. Internal process monitoring, documenting the results of mercury reduction strategies at sampling locations within the facility (e.g., a program of regular monitoring of sink traps where mercury containing reagents had previously been disposed, but have since been substituted by non-Mercury containing compounds).

- b. Internal and/or effluent sampling utilizing clean and/or ultra-clean sampling and analytical methods as referenced by EPA Federal Register. The results of such monitoring will not be used for compliance purposes unless performed in accordance with EPA Method 245.1 and collected at the appropriate compliance measurement location.
- c. Loading calculations wherein the nondomestic user calculates the total mass of mercury reduced from the sanitary sewer discharge through reagent substitutions, changes in disposal practices and/or other approved MRP strategies implemented.
- vi. A semi-annual report on the status of the mercury reduction efforts. At a minimum, these reports shall: Identify compliance or noncompliance with specific reduction commitments in the MRP; summarize the analytical, mass-based or other quantifiable demonstrations of mercury reductions performed to date; provide all applicable analytical data; provide an evaluation of effectiveness of actions taken to date; provide updates to the initial list of mercury containing compounds discharged to the sanitary sewer and propose for approval new strategies and/or modifications to the current MRP to continue and improve mercury reduction efforts; and
- vii. Any other conditions that the YCUA deems necessary to ensure that mercury-reduction efforts are effective in achieving the goals of this section.
- (e) Failure to submit an approvable MRP within 30 days of the required due date shall constitute significant noncompliance in accordance with this section and will result in publication as a significant violator.
- (f) A MRP may be evaluated for adequacy at any time by the YCUA. If such an evaluation determines that the mercury reduction plan is inadequate or the nondomestic user has not complied with its approved MRP, the nondomestic user will be notified. Failure to comply with the MRP requirement constitutes noncompliance. The YCUA will follow its ERP to ensure that corrective actions are taken.
- (g) A nondomestic user may request a release from MRP requirements if all samples of the discharge for a period of one year are less than the specified level of detection; the nondomestic user has complied with the minimum monitoring frequency of quarterly sampling events; and the YCUA deems that MRP commitments have been fulfilled sufficiently to ensure continued compliance with the mercury limitation. The YCUA shall notify the nondomestic user of any release from MRP requirements in writing.
- (h) If the MRP requirement is waived by the YCUA, the nondomestic user remains subject to the local limitation for mercury in accordance with the requirements of this article.
- (i) Rediscovery of mercury in the nondomestic user discharge subjects said user to the submission of a new MRP, or escalation of enforcement in accordance with the ERP.
- (7) Implementation of best management practices or best management practices plan.
  - (a) The director may require any user to develop and implement best management practices (BMP) to control, contain, treat, prevent, or reduce the discharge of wastewater, pollutants, or other substances from the user's premises to the POTW, as determined necessary by the director.
  - (b) In addition, the director may require a user to develop and submit a best management practices plan ("BMPP"), including an enforceable implementation schedule, for review and approval by the director. The BMPP shall be submitted within 30 days after notification by the director or as otherwise required by a wastewater discharge permit. The BMPP shall be directed at preventing the entrance of pollutants, directly or indirectly, into the POTW. The BMPP shall be available for inspection at all times at the user's premises. At a minimum, a user's BMPP shall contain all of the following elements, as determined necessary by the director, at a level of detail and in units and terms as determined necessary by the director to adequately evaluate the plan:
    - i. A statement of the purpose and objectives of the plan.

- ii. A description of the strategies, methods, policies and procedures to prevent, minimize or reduce the introduction of pollutants into the user's discharge and to minimize waste generation.
  - iii. A description of the options available to the user to control accidental spillage, leaks and drainage.
  - iv. A description of best available or practicable control technologies available for the user's specific circumstances.
  - v. A detailed facility layout and site diagram showing points of entry into the (POTWs).
  - vi. A description of the waste handling, treatment and discharge disposal facilities, including flow diagrams and process schematics.
  - vii. A description of operating and maintenance processes and procedures.
  - viii. An inventory of raw materials and a list of waste sources, including a list of all chemicals used or stored at the facility.
  - ix. A description of employee training programs, policies and procedures; continuing education programs; and participation.
  - x. A description of the user's documentation, including record keeping and forms.
  - xi. A description of monitoring activities.
  - xii. An information log of facility personnel, organization chart, emergency phone numbers, contact persons and maintenance or service representatives.
  - xiii. A certification by a qualified professional that the plan is adequate to prevent spills, leaks, slug loads, or noncustomary discharges of regulated substances, directly or indirectly, to the POTW.
  - xiv. Such other information, documents or diagrams as required by the director, including, but not limited to, any of the information required under this article, the Act, or State Law.
- (c) The BMPs or BMPP required of a user or approved for a user shall be incorporated in a wastewater discharge permit issued to the user. If the user already has a permit, the existing permit shall be modified to incorporate the BMP requirements. If the user does not currently have a permit, a permit shall be issued for that purpose.
  - (d) The director may require revisions to a user's BMPP if the director determines that the plan contains elements that are inadequate, or as otherwise determined necessary by the director to ensure compliance with applicable requirements of this article, the Act or State Law. Review of a BMPP by the director shall not relieve the user from the responsibility to modify its facility as necessary to comply with this article, the Act or State Law.
  - (e) The user reports to the director must include best management practices compliance information. The user reports must be certified and signed by the user's authorized representative.
  - (f) The user shall retain all documentation associated with best management practices for a period of at least three years from the date of an activity associated with the practices. This period may be extended by the YCUA at any time.
- (8) PFAS Compounds. Any user that has manufactured PFAS Compounds or who previously used, currently uses, or plans to use materials containing PFAS Compounds, any user or system that has a potential to discharge waste or wastewater containing PFAS, may be designated by the director as a potential source subject to the following requirements:
- (a) A user notified of its designation as a potential source shall develop and implement plans for the reduction and elimination of PFAS Compounds. Such plans shall be submitted to the director and are subject to the director's approval. For an existing user, plans shall be submitted within ninety

(90) days of the notification. For a new user, plans shall be submitted at least ninety (90) days prior to commencing discharge to the POTW.

- (b) The user's PFAS Compound monitoring program shall be in accordance with sample collection methods approved or recommended by EGLE or USEPA, and in accordance with sample analysis methods of 40 CFR Part 136 as amended or as recommended by EGLE.
  - (c) The user shall specify source reduction, treatment, best management practices (BMPs), and other actions that will be implemented to eliminate PFAS Compounds.
  - (d) The director may incorporate provisions of the user's PFAS Compound plan into a wastewater discharge permit or administrative order.
- (9) Local Initiative Limits. The director may temporarily impose a local initiative limit (LIL) on a user for any pollutant not specifically limited by this Section. A local initiative limit may be concentration or mass. Determination of the LIL may include but not be limited to the acceptable pollutant loading based on the POTW design, treatability of the pollutant at the POTW, potential to cause pass-through or interference at the POTW, current loading of the pollutant to the POTW, specific properties of the pollutant, and other relevant factors deemed appropriate by the YCUA. LILs shall be developed by the YCUA under the industrial pretreatment program and shall be subject to review by EGLE.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-232. - Sampling, measurements, tests and analyses.**

Sampling and analysis shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 as amended. Where the Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the YCUA or other parties, approved by the EPA.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-233. - Surcharge for discharges of unusual strength.**

- (a) If the character of the wastewater from any manufacturing or industrial plant or any other building or premises exceeds the limits for compatible pollutants established in section 62-181 or shall be such as to impose any unreasonable burden upon the sewers of the system or upon the sewage works or POTW in excess of a maximum limit prescribed in this article, then an additional charge shall be made over and above the regular rates, or the director shall require that such sewage be treated by the person, firm or corporation responsible for the sewage being emptied into the sewer or the right to empty such sewage shall be denied, if necessary, to protect the system or any part thereof. Surcharges required shall be computed as the weight of excess compatible pollutant in pounds multiplied by the cost per pound specified in the applicable City rate ordinance. The strength of such wastes shall be determined by composite samples taken over a sufficient period of time to insure a representative sample. The cost of sampling and testing shall be borne by the industry or establishment, whether owner or lessee. Tests shall be made by the user, at an independent laboratory, or at the YCUA wastewater treatment plant.
- (b) Any wastewater discharged into the sewage works having a compatible pollutant in excess of those prescribed in section 62-181 may be permitted by the director provided payment by the industrial

concern for the full cost of treating such excess constituents in the wastewater is made and acceptance of the waste does not cause violation of EPA guidelines, NPDES requirements, the Act or State Act.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-234. - Special agreements authorized.**

With respect to compatible pollutants only, no statement contained in this article shall be construed as preventing any agreement between the director and any industrial concern whereby an industrial waste of unusual strength or character may be accepted, subject to payment therefore by the industrial concern, provided such agreement shall not violate EPA guidelines or NPDES requirements and provided user charges and surcharges as provided in this article are agreed to in the agreement.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-235. - Dilution of discharge.**

No user shall ever increase the use of process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the national categorical pretreatment standards, alternative discharge limits, or in any other pollutant-specific limitation developed by the YCUA or the state.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-236. - Accidental discharges, slug control plan and secondary containment requirements**

- (a) Where required, a user shall provide protection from accidental discharge of prohibited materials or other substances regulated by this article, the Act or State Act. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner's or user's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the director for review and shall be approved by the director before construction of the facility. All required users shall complete such a program within 90 days of notification by the director. If required by the director a user who commences contribution to the sewage works after the effective date of the ordinance from which this article derives shall not be permitted to introduce pollutants into the system until accidental discharge procedures have been approved by the director. Review and approval of such plans and operating procedures shall not relieve the industrial user from the responsibility to modify the user's facility as necessary to meet the requirements of this article, the Act or State Act. A user shall orally notify the YCUA immediately upon the occurrence of an accidental discharge of any substance prohibited by this article, or any slug loads or spills that may enter the POTW or a surface water of the State, including storm water drains. This notification shall be made by telephone at (734) 484-4600 and include location of discharge, type of waste, concentration and volume, and corrective actions.
- (b) Within five days following an accidental discharge of any substance prohibited by this article, or any slug loads or spills that may enter the POTW, the user shall submit to the director a detailed written report describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the sewage works or POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed by this article, the Act or State Act, or other applicable law. Failure to file a report shall be a separate violation of this article.
- (c) Slug control plan.

- (1) Each significant industrial user shall prepare and implement an individualized slug control plan when in the opinion of the director a slug control is required. Existing significant industrial users that do not have a YCUA-approved slug control plan shall provide an approvable slug control plan to the director within 90 days of being notified by the YCUA that a slug control plan is required. New sources that are significant industrial users shall submit a slug control plan to the director for approval before beginning to discharge. In such cases, slug control requirements shall be included in the user's wastewater discharge permit. Upon written notice from the director, users that are not significant industrial users may also be required to prepare and implement a slug control plan, and the plan shall be submitted to the director for approval as specified in the notice.
- (2) All slug control plans shall contain at least the following elements:
  - a. A description of discharge practices, including nonroutine batch discharges;
  - b. A description of stored chemicals;
  - c. The procedures for immediately notifying the director of slug discharges, including any discharge that would violate any discharge prohibition, limitation or requirement under this article, and procedures for follow-up written notification within five days of the discharge;
  - d. The procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and measures and equipment for emergency response.
- (3) If a user has submitted to the director plans or documents pursuant to other requirements of local, state or federal laws and regulations which meet all applicable requirements of the article, the director may in its discretion determine that the user has satisfied the slug plan submission requirements of this section.
- (4) Significant industrial users must immediately notify the director of any changes at their facilities affecting their slug control plan or spill/slug potential.

(d) Secondary containment requirements.

- (1) Each user when in the opinion of the director is required must provide and maintain at the user's sole expense secondary spill containment structures (including diking, curbing or other appropriate structures) adequate to protect all floor drains from accidental spills and discharges to the POTW of any pollutants or discharges regulated by this article, the Act or State Law.
  - a. The containment area shall be constructed so that no liquid polluting material can escape from the area by gravity through the building sewers, drains, or otherwise directly or indirectly into the POTW.
  - b. The containment or curbing shall be sufficient to hold not less than ten percent of the total volume of the tanks or containers within the secondary containment structure or provide a capacity of 100 percent of the largest single tank or container within the secondary containment structure, whichever is larger, unless a lesser containment area or alternate control measures are approved in advance by the director.
  - c. The containment structure must accommodate "squirt distance." Containers within the containment structure must be able to be placed sufficiently back from the edge of the structure so if punctured, the resulting leak will be contained.
  - d. The containment structure must be designed or operated to prevent run-on or infiltration, rain or other liquids into the secondary containment system unless the containment system has sufficient excess capacity to contain run-on, infiltration, rain, or other liquids. Excess capacity when such prevention is not provided in the system must be sufficient to contain rain precipitation from a 25-year, 24-hour rainfall event.

- e. The containment structure shall be constructed with chemical-resistant water stops in place at all joints (if any) to be free of cracks or gaps.
  - f. The containment structure shall be designed and installed to completely surround the tank or containers and to cover all surrounding earth likely to come into contact with the waste if released from the tank(s) or containers (i.e., capable of preventing lateral as well as vertical migration of the material).
  - g. All floor drains found within the containment area must be plugged and sealed.
- (2) Spill troughs and sumps within process areas must discharge to appropriate pretreatment tanks.
  - (3) Emergency containment shall also be provided for storage tanks that may be serviced by commercial haulers and for chemical storage areas.
  - (4) Solid pollutants shall be located in security areas designed to prevent the loss of the materials to the POTW.
  - (5) Detailed plans showing facilities and operating procedures to provide the protection required by this article shall be submitted to the director for review and shall be approved by the director before construction. Construction of approved containment for existing sources shall be completed within the time period specified by the director.
  - (6) No new source shall be permitted to discharge to the POTW until emergency containment facilities have been approved and constructed as required by this article.
  - (7) The director may order a user to take interim measures for emergency containment as determined necessary by the director under the circumstances.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-237. - Determination of sewage flow.**

To determine the sewage flow from any establishment, the YCUA may use one of the following methods:

- (1) The amount of water supplied to the premises by the public water system as shown upon the water meter if the premises are metered.
- (2) If the premises are supplied with river water or water from private wells, the amount of water supplied from such sources may be metered at the source or metered at its point of discharge prior to entry into the public sewer.
- (3) If such premises are used for an industrial or commercial purpose of such a nature that the water supplied to the premises cannot be entirely discharged into the sewer system, the estimate of the amount of sewage discharged into the sewer system made by the utilities authority from the water, gas or electric supply, or metered at its point of discharge prior to entry into the public sewer.
- (4) The volume of sewage discharged into the sewer system as determined by measurements and samples taken at a manhole installed by the owner of the property served by the sewer system at owner's own expense in accordance with the terms and conditions of the wastewater discharge permit issued by the YCUA pursuant to this article.
- (5) A figure determined by the YCUA by any combination of the foregoing or by any other equitable method.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-238. - Disposal at sewage treatment plant.**

Waste from industrial sewage disposal systems shall be disposed of at the POTW, or at any other refuse or disposal site approved by the director. No waters or wastes described in section 62-179 shall be disposed of at the POTW.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-239. - Bypass.**

- (a) An industrial user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it is for essential maintenance to ensure efficient operation. If an industrial user knows in advance of the need for bypass, it shall submit prior notice to the director, if possible, at least ten days before the date of the bypass. An industrial user shall submit oral notice of an unanticipated bypass that exceeds applicable pretreatment standards to the director within 24 hours from the time the industrial user becomes aware of the bypass. A written submission shall also be provided within five days of the time the industrial user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass.
- (b) Bypass is prohibited, and the director may take enforcement action against an industrial user for bypass, unless:
  - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
  - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and
  - (3) The industrial user submitted notice as required under this section. The director may approve an anticipated bypass, after considering its adverse effects, if the director determines that it will meet the three conditions listed in this subsection (b).

(Ord. No. 1129, 8-17-2010)

**Sec. 106-240. - Report of violation.**

If the results of any sampling performed by a user indicates that any violation of this article, a wastewater discharge permit, an order issued under this article, the Act or State Act has occurred, the user shall notify the YCUA within 24 hours of becoming aware of the violation and shall repeat the sampling and pollutant analysis and shall submit, in writing, the results of this repeat analysis within 30 days after becoming aware of the violation. A written follow up report shall be filed by the user with the YCUA within 30 days of a user becoming aware of the violation. The report shall specify the following:

- (1) A description of the violation, the cause thereof, and the violation's impact on the user's compliance status.
- (2) Duration of the violation, including exact dates and times of the violation, and if not corrected, the anticipated time the violation is expected to continue.
- (3) All steps taken or intended to be taken to reduce, eliminate and prevent reoccurrence of such a violation.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-241. - Notification of authorities upon discharge of hazardous waste.**

All users shall notify the director, EPA regional waste management division, and EGLE in writing of a discharge to the POTW of a substance that would be a regulated hazardous waste under any federal statute if disposed of otherwise. Such notice shall be given in accordance with 40 CFR 403.12(p) as amended.

(Ord. No. 1129, 8-17-2010)

**Secs. 106-242--106-265. - Reserved.**

## **DIVISION 5. - PRIVATE SEWAGE DISPOSAL**

### **Sec. 106-266. - Authorized under certain conditions.**

Where a public sanitary or combined sewer is not available under the provisions of subsection 62-176(d), the building sewer shall be connected to a private sewage disposal system complying with the requirements of the county health department.

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-267. [Reserved.]**

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-268. [Reserved]**

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-269. - Specifications.**

The type, capacities, location, and layout of a private sewage disposal system shall comply with all requirements of the county health department.

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-270. - Connection with public sewer.**

At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in section 62-204, a direct connection shall be made to the public sewer in compliance with this article and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned and filled with suitable material.

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-271. - Sanitary maintenance required.**

The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the City or the YCUA.

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-272. - Other requirements.**

No statement contained in this article shall be construed to interfere with any additional requirements that may be imposed by the state or county health department or EGLE.

(Ord. No. 1129, 8-17-2010)

### **Secs. 106-273—106-450. - Reserved.**



**RESOLUTION TO ADOPT A REVISED SEWER USE ORDINANCE**

**WHEREAS**, the City of Ypsilanti (“City”) Sewer Service Ordinance (hereinafter “Sewer Use Ordinance”), Chapter 106, section 140 through section 450, was last revised in 2010; and

**WHEREAS**, the Sewer Use Ordinance implements the provisions of the Federal Water Pollution Control Act of 1972 and all federal regulations adopted thereunder, and the Michigan Natural Resources and Environmental Protection Act and all regulations adopted thereunder, and is a local environmental protection ordinance that is required by these federal and state statutes and regulations; and

**WHEREAS**, the Sewer Use Ordinance contains provisions relating to, among other things, sewer use and construction and the local limits on the concentration of certain pollutants in wastewater discharged to the City’s sewage works and the Ypsilanti Community Utilities Authority (YCUA) wastewater treatment plant designed to protect the integrity and operation of that wastewater treatment plant, and empowers the City, through YCUA, to enforce these clean water environmental provisions; and

**WHEREAS**, this local enforcement authority is required by both federal and state law and includes the authority to require businesses and industries that discharge certain pollutants to self-monitor themselves and to report to YCUA, and also permits YCUA to sample and test wastewater discharges, to make on-site inspections, and to take enforcement action against violators, as required by federal and state law; and

**WHEREAS**, the Sewer Use Ordinance and federal regulations require periodic review of the limits placed on the concentration of certain pollutants in wastewater discharged to YCUA; and

**WHEREAS**, substantial revisions to the Sewer Use Ordinance are necessary due to the establishment and implementation of local limits for certain Perfluoroalkyl and Polyfluoroalkyl substances (PFAs -PFOS, PFOA, PFBS, PFNA and PFHxs); and

**WHEREAS**, Ordinance No. 1442 (hereinafter referred to as the “Ordinance”) revises and expands the scope of the Sewer Use Ordinance to, among other things, include a new section (Sec. 106-231(8)) for mitigating Perfluoroalkyl and Polyfluoroalkyl substances (PFAs) and implementation of Best Management Practices for the control of PFAs, which are a group of pollutants of emerging concern for YCUA and the Michigan Department of Environment, Great Lakes and Energy; and

**WHEREAS**, the Ordinance includes Special Alternative Limits for certain compatible pollutants that will allow YCUA to better accommodate industrial and commercial needs in the community by allocating available capacity of certain compatible pollutants directly to permitted discharges; and

**WHEREAS**, the Ordinance contains revisions to existing limits and language primarily to improve clarity and adopt compatible pollutant limits to allow better implementation of the Special Alternative Limits Program; and

**WHEREAS**, the Ordinance includes revisions to existing limits for certain toxic pollutants of concern, including inclusion of instantaneous limits for available Cyanide and Bis (2-ethylhexyl) phthalate, and reduction in existing maximum allowable limits for Arsenic, Nickel and Silver; and

**WHEREAS**, the Ordinance removes promulgation dates associated with applicable regulations and deletes “from time to time” in reference to any amendments thereof, as it is sufficient to state, for example, “40 CFR Part 136 as amended.” The Ordinance also streamlines certain definitions pertaining to the wastewater discharge permits for industries, and clarifies language regarding the Fats, Oils and Grease mitigation program policy; and

**WHEREAS**, the applicable state regulations require definitions of certain terms used in the Sewer Use Ordinance to meet current standards on emerging contaminants and sample testing, to properly identify possible sources of pollution, and to more accurately define pretreatment requirements and similar provisions, all of which are incorporated into the Ordinance; and

**WHEREAS**, the Ordinance improves and brings into regulatory compliance the self-monitoring and other reporting requirements for non-domestic users of the City sewage works and YCUA system and wastewater treatment plant, and the procedures to be engaged in by these users in sampling, testing and reporting to YCUA; and

**WHEREAS**, the Ordinance contains a new section (Sec 106-231(9)) for implementation of a “local initiative limit,” which provides another “tool” that can be used by YCUA staff to regulate a previously unevaluated pollutant; now therefor be it

**RESOLVED** that Ordinance No. 1442, which is attached hereto and which modifies Sections 106-140 through 106-450 of the Code of Ordinances, is adopted in its entirety, upon First Reading.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:

# ORDINANCE NO. 1442

## ARTICLE IV. - MUNICIPAL SEWER USE AND INDUSTRIAL WASTE PRETREATMENT<sup>1</sup>

### DIVISION 1. – GENERALLY

#### **Sec. 106-140. - Applicability of article.**

This article shall apply to all users that discharge into the Ypsilanti Community Utilities Authority's (YCUA) publicly-owned treatment works (the POTW). In addition, it shall be unlawful for any user located outside the City limits to continue discharges to the POTW except as provided in this article. In addition, this article shall establish wastewater discharge permit requirements for connections or alterations to City or YCUA sewage works facilities or the POTW; govern the design, construction, alteration or use of and connection to the sewage works and POTW; regulate the discharge of wastewater into the sewage works and POTW; prohibit certain detrimental conduct; authorize the issuance of wastewater discharge permits; authorize inspections; provide for administration and enforcement of this article; establish civil and criminal penalties for violations; and authorize the enforcement of and ensure compliance within the City of the Federal Water Pollution Control Act, the Clean Water Act and the Michigan Natural Resources and Environmental Protection Act, more specifically defined herein, and rules and regulations promulgated and adopted under said acts and statutes.

(Ord. No. 1129, 8-17-2010))

#### **Sec. 106-141. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: Act, "the Act," the Federal Water Pollution Control Act and the Clean Water Act are used interchangeably in this article and refer to Public Law 92-500, as adopted in 1972 and amended by Public Law 95-217 in 1977, and any succeeding amendments and any rules or regulations promulgated there under, as amended or revised from time to time.

Alternative discharge limit means limits set by the YCUA in lieu of the promulgated national categorical pretreatment standard for integrated facilities in accordance with the combined wastestream formula as set by the United States Environmental Protection Agency (USEPA).

Authorized representative of industrial user means:

- (1) A responsible corporate officer, if the industrial user is a corporation, who shall be a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation or means the principal manager of one or more manufacturing, production, or operation facilities employing more than 250 persons or having a gross annual sales or expenditures exceeding

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<sup>1</sup> Editor's note(s)—Ord. No. 1129, adopted Aug. 17, 2010, amended Article IV in its entirety to read as herein set out. Former Art. IV, §§ 106-141—106-143, 106-156—106-175, 106-191—106-201, 106-226—106-241, 106-266—106-272, pertained to similar subject matter and derived from Code 1983, §§ 2.151—2.156, 2.161—2.168, 2.170—2.181, 2.175—2.181, 2.185—2.199, 2.201—2.209, 2.211, 2.213, 2.215, 2.216, 2.218—2.228, 2.231—2.235, 2.241—2.245, 2.251—2.255, 2.257, 2.261—2.267; Ord. No. 954, 2-19-2002.

- \$25,000,000.00 (in second quarter 1980 dollars) if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;
- (2) A general partner or proprietor if the industrial user is a partnership or proprietorship, respectively;
  - (3) A duly authorized representative of the individual designated above and if all of the following apply:
    - a. The authorization is made in writing by the individual described in subsections (1) or (2) of this definition.
    - b. This authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the industrial discharge originates, such as the position of plant manager, operator of a well, or well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and
    - c. The written authorization is submitted to the director. If an authorization is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of this definition shall be submitted to the YCUA prior to or together with any reports to be signed by an authorized representative.

Best management practices (BMP) means programs, practices, procedures or other directed efforts, initiated and implemented by users, which can or do lead to the reduction, conservation or minimization of pollutants being introduced into the ecosystem including, but not limited to, the YCUA publicly-owned treatment system. BMPs include, but are not limited to, equipment or technology modifications, process or procedure modifications, reformulation or design of products, substitution of raw materials, and improvements in housekeeping, maintenance, training, or inventory control, and may include technical and economic considerations. BMPs may be structural or nonstructural or both. In determining what BMPs will be required of a user in a particular case, the director may consider all relevant technological, economical, practical, and institutional considerations as determined relevant and appropriate by the director, consistent with achieving and maintaining compliance with the requirements of this article and other applicable laws and regulations.

Best management practices plan (BMPP) means a written document that describes how the BMPs will be accomplished.

Biochemical oxygen demand (BOD) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five days at 20 degrees Celsius expressed in terms of weight and concentration (milligrams per liter).

Board means the Board of Commissioners of the Ypsilanti Community Utilities Authority.

Building drain means that part of the lowest horizontal piping of a drainage system which receives the drainage from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet outside the inner face of the building wall.

Building sewer means that extension from the building drain to the public sewer or other places of disposal.

Bypass means intentional diversion of wastestreams from any portion of an industrial user's treatment facility.

Chemical oxygen demand (COD) means a measure of the oxygen-consuming capacity of inorganic and organic matter present in water or wastewater. It is expressed as the amount of oxygen consumed from a chemical oxidant in a specified test. It does not differentiate between stable and unstable organic matter and thus does not necessarily correlate with biochemical oxygen demand. Also known as OC and DOC, oxygen consumed, and dichromate oxygen consumed, respectively.

City means the City of Ypsilanti, or City Council of Ypsilanti.

Combined sewer means a sewer receiving both surface runoff and sewage.

Combined wastestream means the wastestream at industrial facilities where regulated process effluent is mixed with other wastewaters (either regulated or unregulated) prior to treatment.

Compatible pollutant means a substance amenable to treatment in the wastewater treatment plant such as biochemical oxygen demand, suspended solids, pH and fecal coliform bacteria, plus additional pollutants identified in the NPDES permit if the publicly owned treatment works was designed to treat such pollutants, and in fact does remove such pollutant to a substantial degree. Examples of such additional pollutants may include: chemical oxygen demand, total organic carbon, and phosphorus and phosphorus compounds, nitrogen compounds, fats, oils and greases of animal or vegetable origin.

Composite sample means a sample formed either by continuous sampling or by mixing discrete samples obtained at intervals over a period of time. The individual samples shall be obtained through flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the YCUA. Where time-proportional composite sampling or grab sampling is authorized by the YCUA, the samples must be representative of the discharge. Manual generation of a composite sample through the collection and combining of grab samples may be approved if the user demonstrates to the satisfaction of the director that this will provide a representative sample of the effluent being discharged. The decision to allow the alternative sampling must be documented in the industrial user's file for that facility or facilities. Composite sampling protocols delineated in the user's wastewater discharge permit take precedence.

Cooling water means the water discharged from any use such as air conditioning, cooling or refrigeration, or to which the only pollutant added is heat.

Daily maximum means the concentration or mass loading that shall not be exceeded on any single calendar day. Where daily maximum limitations are expressed in terms of a concentration, the daily discharge is the arithmetical average measurement of the pollutant concentration derived from all measurements taken that day. Where daily maximum limitations are expressed in units of mass, the daily discharge is the total mass discharged during the day. If a composite sample is required for a parameter, the determination whether the daily maximum limitation for that parameter has been exceeded on a single calendar day shall be based on the composite sample collected for that parameter on that calendar day. If grab samples are required for a parameter, the determination whether the daily maximum limitation for that parameter has been exceeded on a calendar day shall be based on the average of all grab samples collected for that parameter on that calendar day. If only one grab sample is collected for a parameter on a given day, the determination whether the daily maximum limitation for that parameter has been exceeded for the day shall be based on the results of that single grab sample. If the pollutant concentration in any sample is less than the applicable detection limit, that value shall be regarded as zero when calculating the daily maximum concentration.

Debt service charges means the charges levied to customers of the wastewater system which are used to pay principal, interest and administrative costs of retiring the debt incurred for construction of the POTW or any part thereof.

Department of Environment, Great Lakes, and Energy (EGLE) means the State of Michigan EGLE administrator or other duly authorized official, or any successor department.

Director means the director of the YCUA or director's authorized deputy, agent or representative.

Domestic sewage means waste and wastewater from humans or household operations, which is discharged to, or otherwise enters, a POTW.

Environmental protection agency or EPA means the U.S. Environmental Protection Agency, administrator or other duly authorized official.

Fats, oils, and grease (FOG) means any hydrocarbons, fatty acids, soaps, fats, waxes, oils, or any other nonvolatile or semi-volatile material of animal, vegetable or mineral origin that is extractable by solvents in accordance with standard methods.

Flow proportional sample means a composite sample taken with regard to the flow rate of the wastestream.

Food service establishment (FSE) means a nondomestic user that engages in one or more of the following food preparation activities: cooking by frying (all methods); baking (all methods); grilling; sautéing, rotisserie cooking; broiling (all methods); boiling; blanching; roasting; toasting; poaching; infrared heating; searing; barbecuing; and any other food preparation activity that produces a hot, nondrinkable food product in or on a receptacle that requires washing.

Footing drain means a pipe or conduit, which is placed around the perimeter of a building foundation and which intentionally admits groundwater.

Garbage means solid wastes from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

Grab sample means a sample taken from a wastestream on a one-time basis over a period of time of not more than 15 minutes without regard to the flow in the wastestream.

Holding tank waste means any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum pump tank trucks.

Incompatible pollutant means any pollutant, which is not a compatible pollutant.

Industrial Pretreatment Program (IPP) means the YCUA Industrial Pretreatment Program adopted and approved by the Board, as amended from time to time.

Industrial wastes means the wastewater discharges from industrial, manufacturing, trade or business processes, or wastewater discharge from any structure with these characteristics, as distinct from their employee's domestic wastes or wastes from sanitary conveniences.

Industrial user means a person who contributes, causes or permits wastewater to be discharged into the POTW, including, but not limited to, a place of business, endeavor, arts, trade or commerce, whether public or private, commercial or charitable, but excludes single-family and multifamily residential dwellings with discharges consistent with domestic waste characteristics.

Infiltration means that portion of groundwater, which is unintentionally admitted to a sewer.

Interference means a discharge, alone or in conjunction with a discharge or discharges from other sources, to which both of the following provisions apply:

- (1) The discharge inhibits or disrupts the publicly owned treatment works, its treatment processes or operations, or its sludge processes, use or disposal;
- (2) Pursuant to paragraph (1) of this definition, the discharge is a cause of a violation of any requirement of the YCUA or the Act or the State Act, including an increase in the magnitude or duration of a violation, or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued there under, or more stringent state or local regulations; Section 405 of the Clean Water Act; the Solid Waste Disposal Act, 42 USC Section 2601 et seq., including Title II, more commonly referred to as the Resource Conservation and Recovery Act, and including state regulations contained in any state sludge management plan prepared pursuant to subtitle D of the Solid Waste Disposal Act; The Clean Air Act, 42 USC Section 7401 et seq.; the Toxic Substances Control Act, 15 USC Section 2601 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 USC Section 1401 et seq.

Instantaneous maximum concentration means the maximum concentration of a pollutant allowed to be discharged at any instant in time (independent of the flow rate or duration of the sampling event). If the concentration determined by analysis of any grab sample, composite sample, or discrete portion of a composite sample exceeds the instantaneous maximum concentration, the instantaneous maximum concentration shall be deemed to have been exceeded. Any discharge of a pollutant at or above a specified instantaneous maximum concentration is a violation of the Act, this article and the YCUA industrial pretreatment program.

Local Initiative Limits means a temporary limit imposed on any user for any pollutant not specifically limited in Section 62-181, Paragraphs (1) through (3).



New Definition

Mercury reduction plan means a plan to ensure that the maximum allowable mercury loading to the POTW is not exceeded as described in section 62-181 of this article.

National Categorical Pretreatment Standard, categorical pretreatment standard or categorical standard means any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Sections 307(b) and (c) of the Clean Water Act, 33 USC Section 1317, which apply to a specific category of nondomestic users and which appear in 40 CFR Parts 405-471 as amended. Updated Language

National Pollutant Discharge Elimination System or NPDES permit means a permit issued pursuant to Section 402 of the Act (33 USC 1342).

National Prohibitive Discharge Standard or prohibitive discharge standard means any regulation developed under the authority of Section 307(b) of the Act and 40 CFR 403.5 as amended. Updated Language

Natural outlet means any outlet into a watercourse, pond, ditch, lake, or other body of surface or groundwater.

New source means any building, structure, facility, or installation from which there is or may be a discharge and for which construction commenced after the publication of proposed pretreatment standards under Section 307(c) of the Clean Water Act will be applicable to the source if the standards are thereafter promulgated in accordance with Section 307(c), and if any of the following provisions apply:

- (1) The building, structure, facility, or installation is constructed at a site at which no other source is located;
- (2) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
- (3) The production of wastewater-generated processes of the building, structure, facility, or installation is substantially independent of an existing source at the same site. The extent to which the new facility is engaged in the same general type of activity as the existing source and the extent of integration of the new facility with the existing plant should be considered in determining whether the process is substantially independent.

Nondomestic user means an industry, commercial establishment, or other entity that discharges wastewater to a publicly-owned treatment works other than, or in addition to, sanitary sewage.

Operation and maintenance means all work, materials, equipment, utilities, administration and other effort required to operate and maintain the POTW consistent with ensuring adequate treatment of wastewater to produce an effluent in compliance with the NPDES permit and other applicable state and federal regulations, and includes the cost of replacement. Wording changed from Sewage works to POTW

Operator means the person responsible for the overall operation of a facility.

Owner means the person who owns a facility or part of a facility.

Pass-through means a discharge that exits the POTW into state waters in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the Act, the State Act, or the NPDES permit, including an increase in the magnitude or duration of a violation.

Person means any individual, partnership, copartnership, firm, company, corporation, limited liability company, association, joint stock company, trust, estate, governmental entity or any other legal entity, or its legal representatives, agents or assigns. The masculine gender shall include the feminine and the singular shall include the plural where indicated by the context.

PFAS Compounds mean the list of perfluoroalkyl and polyfluoroalkyl substances identified by EGLE as emerging contaminants and included on EGLE's most recent PFAS Minimum Laboratory Analyte List.

pH means a common measure of the acidity or alkalinity of an aquatic solution, as expressed in standard units (SU). Streamlined the definition

Pollutant means any of the following: substances regulated by categorical standards; substances discharged to the POTW that are required to be monitored, are limited in the POTW's permit, or are or are New definition (emerging Contaminant)

to be identified in the POTW's permit application; substances for which control measures on nondomestic users are necessary to avoid restricting the approved residuals management program of the POTW; substances for which control measures on nondomestic users are necessary to avoid operational problems at the POTW; substances for which control measures on nondomestic sources are necessary to avoid worker health and safety problems in the POTW.

Pollution means the manmade or man-induced alteration of the chemical, physical, biological, or radiological integrity of water.

Pretreatment or treatment means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the POTW. The reduction or alteration can be obtained by physical, chemical or biological processes, process changes or other means, except as prohibited by 40 CFR 403.6(d).

Pretreatment requirements means any substantive or procedural requirement related to pretreatment, other than a pretreatment standard, imposed on a nondomestic user.

Pretreatment standards means any regulation containing pollutant discharge limits promulgated in accordance with the Clean Water Act, including but not limited to Sections 307(b-c), and the State Act. This term includes prohibited discharges and local limits defined in R 323.2303 and categorical standards.

Properly shredded garbage means garbage that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half-inch in any dimension.

Publicly-owned treatment works (POTW) means the treatment works owned and/or operated by the YCUA and includes the wastewater treatment plant, any devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature. The term also includes sewers, pipes, and other conveyances if they convey wastewater to or through the publicly owned treatment works. The term also means the municipality (the City of Ypsilanti and the City of Ypsilanti) that has jurisdiction over indirect discharges to, and discharges from, the treatment works.

Public sewer means a sewer in which all owners of abutting properties have equal rights and is controlled by public authority.

Replacement means the replacement in whole or in part of any equipment in the POTW to ensure continuous treatment of wastewater in accordance with the NPDES permit and other state and federal regulations.

Sanitary sewer means a sewer, which carries sewage and to which storm, surface and groundwaters are not intentionally admitted.

Severe property damage means substantial physical damage to property, damage to the treatment facilities which cause them to become inoperable, or substantial or permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

Sewage or wastewater means the liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities and institutions, together with any groundwater, surface water, and stormwater that may be present, whether treated or untreated, which is contributed into or allowed to enter the POTW.

Sewage treatment or wastewater treatment plant means any arrangement of devices and structures used for treating sewage.

Sewage works means all municipal facilities for collecting, pumping, treating and disposing of sewage. Sewer means a pipe or conduit for carrying sewage.

Sewer service charge means the sum of any applicable user charges, surcharges and debt service charges.

Shall is mandatory; may is permissive.

Significant industrial user (SIU) means either of the following:

- (1) A nondomestic user subject to categorical pretreatment standards under 40 CFR Parts 405-471 as amended; or Updated language
- (2) A nondomestic user that, in the opinion of YCUA or of the City, has a reasonable potential to adversely affect the POTW's operation, or for violating any pretreatment standard or requirement or that contributes a process wastestream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant, or that discharge an average of 25,000 gallons per day or more of process wastewater to the POTW, excluding sanitary, noncontact cooling, and boiler blow down wastewater. Any user designated as significant may petition the City to be deleted from the list of significant industrial users on the grounds that it has no potential for adversely affecting the POTW's operation or violating any pretreatment standard or requirement.

The director may determine that a user that meets the criteria of subsections (1) and (2) of this definition above is not currently a significant industrial user, if the director finds that the user has no reasonable potential to adversely affect the operation of the POTW, to violate any pretreatment standard or requirement, or that a wastewater discharge permit is not required to meet the purposes and objectives of this article. A determination that a user is not a significant industrial user (or that a wastewater discharge permit is not required) shall not be binding and may be reversed by the director at any time based on changed circumstances, new information, or as otherwise determined necessary by the director to meet the purposes and objectives of this article.

Significant noncompliance means any of the following:

- (1) Chronic violations of wastewater discharge limits, defined as results of analyses in which 66 percent or more of all of the measurements taken for the same pollutant parameter during a six-month period exceed, by any magnitude, a numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(l) as amended;
- (2) Technical review criteria (TRC) violations, defined as results of analyses in which 33 percent or more of all of the measurements taken for the same pollutant parameter taken during a six-month period equal or exceed the product of the pretreatment standard or requirement including instantaneous limits, as defined by 40 CFR 403.3(l) as amended multiplied by the applicable technical review criteria. (Technical review criteria equals 1.4 for compatible pollutants and 1.2 for all other pollutants, except pH.);
- (3) Any other violation of a pretreatment standard or requirement as defined by 40 CFR 403.3(l) as amended, (daily maximum, longer-term average, instantaneous limits, or narrative standard) that the YCUA determines has caused, alone or in combination with other discharges, interference or pass-through, including endangering the health of City or YCUA personnel or the general public;
- (4) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare, or the environment or has resulted in the YCUA's exercise of its emergency authority under Rule 323.2306(a)(vi) of the Part 23 Rules under the State Act, or its emergency authority under this article or the YCUA's IPP, to halt or prevent the discharge;
- (5) Failure to meet, within 90 days after a scheduled date, a compliance schedule milestone contained in a YCUA or other local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance;
- (6) Failure to provide, within 30 days after the due date, a required report such as, but not limited to, a baseline monitoring report, 90-day or other compliance report, periodic self-monitoring report, or report on compliance with a compliance schedule, as required or otherwise ordered by the YCUA;
- (7) Failure to timely or accurately report noncompliance; or

- (8) Any other violation or group of violations, which may include a violation of best management practices, that YCUA determines will affect or has adversely affected the operation or implementation of the YCUA pretreatment program or operation of the POTW.

Slug, slug loading, slug discharge means either:

- (1) Any discharge of pollutants at a volume or concentration that causes upset of or interference with the POTW or causes the pass-through of pollutants to receiving waters; or
- (2) Any discharge of a pollutant(s), measured by a grab sample, at a concentration exceeding five times the composite or grab sample discharge limit; or
- (3) Any discharge of wastewater outside the pH range of 5.0 to 11.0 S.U. for either a continuous duration of greater than or equal to 15 minutes or for a sum total of 30 minutes within one day, or
- (4) Any discharge of a nonroutine, episodic nature including, but not limited to, an accidental spill or noncustomary batch discharge.

State means the State of Michigan.

State Act means Public Act 451 of 1994, the Natural Resources and Environmental Protection Act (NREPA), as amended, and any rules or regulations promulgated thereunder, as amended or revised from time to time.

Storm sewer or storm drain means a sewer which carries storm and surface waters and drainage, but excludes sewage and polluted industrial wastes.

Stormwater means any flow occurring during or following any form of natural precipitation and resulting therefrom.

Surcharge means an extra charge to cover the cost of treating, sampling and testing extra strength sewage.

Suspended solids means the total suspended matter that floats on the surface of, or is suspended in, water, wastewater or other liquids, and which is removable by laboratory filtering.

Total Kjeldahl nitrogen (TKN) means the measure of the total ammonia-nitrogen present in wastewater, after any organic nitrogen present has been converted to ammonia-nitrogen under a standard digestive procedure. Introduced new term to give flexibility of monitoring Ammonia Nitrogen

Township means the Charter Township of Ypsilanti, Michigan or its board of trustees.

Toxic pollutant means any pollutant or combination of pollutants, which is or can potentially be harmful to the public health or the environment including those listed as toxic in regulations promulgated by the administrator of the environmental protection agency under the provisions of the Act or other regulations.

User means any person who contributes, causes or allows the contribution of wastewater into the sewage works.

User charge means a charge levied on users of a treatment works for the cost of operation and maintenance of sewerage works pursuant to Section 204(b) of PL 92-500 and includes the cost of replacement.

User class means the kind of user connected to sanitary sewers including, but not limited to, residential, industrial, commercial, institutional and governmental, defined as follows:

- (1) Residential user means a user of the treatment works whose premises or buildings are used primarily as a domicile for one or more persons, including dwelling units such as detached, semidetached and row houses, mobile homes, apartments, or permanent multifamily dwellings (transient lodging is not included, it is considered commercial);
- (2) Industrial user means any user who discharges an "industrial waste" as defined in this article or any nondomestic source who discharges pollutants to the sewage works or POTW;

- (3) Commercial user means an establishment involved in a commercial enterprise, business or service, which, based on a determination by the YCUA discharges primarily segregated domestic wastes or wastes from sanitary conveniences and which is not a residential user or an industrial user;
- (4) Institutional user means any establishment involved in a social, charitable, religious, or educational function which, based on a determination by the YCUA, discharges primarily segregated domestic wastes or wastes from sanitary conveniences; and
- (5) Governmental user means any federal, state or local government user of the wastewater treatment works.

Wastewater discharge permit means a written authorization to discharge subject to specific limits, terms, and conditions. A wastewater discharge permit is issued by the director and its terms and conditions are enforced by the YCUA IPP. Updated definition for Industrial User Permits

Waters of the state means all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the state or any portion thereof.

(Ord. 1129, 8-17-2010)

**Sec. 106-142. - Abbreviations.**

The following abbreviations shall have the following meanings:

ASTM	American Society for Testing and Materials.
BMP	Best management practices.
BMPP	Best management practices plan.
BOD	Biochemical oxygen demand.
CFR	Code of Federal Regulations.
COD	Chemical oxygen demand.
CWA	Clean Water Act.
EGLE	Environment, Great Lakes, and Energy Department of the State of Michigan
EPA	United States Environmental Protection Agency.
FOG	Fats, oils, and grease.
l	Liter.
LIL	Local Initiative Limits.
MAHL	Maximum Allowable Headworks Loading.
MAIL	Maximum Allowable Industrial Loading.
SAL	Special Alternative Limit
MRP	Mercury reduction plan.
mg	Milligrams.

New term

New term

New term

mg/l	Milligrams per liter.
ug/l	Micrograms per liter.
ng/l	Nanograms per liter.
NPDES	National Pollutant Discharge Elimination System.
O&M	Operation and maintenance.
POTW	Publicly-owned treatment works.
SIC	Standard Industrial Classification.
SS	Suspended solids.
<b>TKN</b>	<b>Total Kjeldahl Nitrogen</b> ← <b>New term</b>
USC	United States Code.
WWTP	The Ypsilanti Community Utilities Authority Wastewater Treatment Plant.
WEF	Water Environment Federation.
YCUA	Ypsilanti Community Utilities Authority.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-143. - Protection from damage.**

It shall be unlawful for any unauthorized person to maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment, which is a part of the sewage works or POTW.

(Ord. No. 1129, 8-17-2010)

**Secs. 106-144—106-155. - Reserved.**

## DIVISION 2. - ADMINISTRATION AND ENFORCEMENT

### Sec. 106-156. - Permit or authorization required.

It shall be unlawful to discharge to the waters of the state within the City, or in any area under the jurisdiction of such City and/or to the YCUA sewage works, any wastewater except as provided by an NPDES permit and/or as authorized by the City and the YCUA in accordance with the provisions of this article.

(Ord. No. 1129, 8-17-2010)

### Sec. 106-157. - Information required prior to connection to system.

All industrial users proposing to connect to or to contribute to the sewage works shall submit information on the use, processes and wastewater to the director before connecting to or contributing to the sewage works. The information submitted must be sufficient for the YCUA to determine the impact of the user's discharge on the sewage works and the need for pretreatment. The user shall submit, in units and terms appropriate for evaluation, the following information:

- (1) The name, address and location of the user.
- (2) The SIC number according to the Standard Industrial Classification Manual, Bureau of the Budget, 1972, as amended; and any industrial processes subject to National Categorical Pretreatment Standards under 40 CFR Parts 405-471 as amended. 
- (3) Wastewater constituents and characteristics including, but not limited to, those pollutants mentioned in sections 62-177 through 62-187 of this article, when required by the director, as determined by a reliable analytical laboratory. Sampling and analysis shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 as amended. Where Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed by using validated analytical methods of any other applicable sampling and analytical procedures, including procedures suggested by the YCUA or other parties, approved by the EPA.
- (4) The time and duration of contribution.
- (5) The average daily wastewater flow rates, including daily, monthly and seasonal variations, if any.
- (6) Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections, and appurtenances by the size, location and elevation, if the user is a SIU or as required by the YCUA.
- (7) A description of activities, facilities and plant processes on the premises including all materials, which are or could be discharged.
- (8) The nature and concentration of any pollutants in the discharge, which are limited by any YCUA, state, or federal pretreatment standards, and a statement regarding whether or not the pretreatment standards are being met on a consistent basis and if not, whether additional operation and maintenance and/or additional pretreatment is required by the industrial user to meet applicable pretreatment standards.
- (9) If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment shall be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. The following conditions shall apply to this schedule:
  - a. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation

of additional pretreatment required for the user to meet the applicable pretreatment standards.

- b. No increment referred to in subsection (9)a. of this section shall exceed nine months.
  - c. Not later than 14 days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the director including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the user to return the construction to the schedule established. In no event shall more than nine months elapse between such progress reports to the director.
- (10) Each product produced by type, amount, process or processes and rate of production.
  - (11) The type and amount of raw materials processed, average and maximum per day.
  - (12) The number and type of employees, hours of operation of plant and proposed or actual hours of operation of pretreatment system.
  - (13) Any other information as may be deemed by the director to be necessary to evaluate the impact of the discharge on the sewage works.

(Ord. No. 1129, 8-17-2010)

#### **Sec. 106-158. - Reporting required after promulgation or revision of a pretreatment standard and reporting from a new source.**

Within 180 days of the promulgation or revision of a categorical pretreatment standard, or 180 days after the final administrative decision made upon a category determination submission under R 323.2311(2) of the Part 23 Rules promulgated under the State Act, whichever is later, existing nondomestic users subject to the categorical pretreatment standards and currently discharging, or scheduled to discharge, to the POTW shall submit, to the YCUA, a report that contains all of the information listed in this section. Where reports containing this information already have been submitted to the YCUA or EPA in compliance with the requirements of 40 CFR Part 128.140(b) as amended, the nondomestic user will not be required to submit the information again. Not less than 90 days before the commencement of a discharge, sources that become nondomestic users subsequent to the promulgation of an applicable categorical standard and new sources shall be required to submit to the YCUA a report that contains the information listed in subsections (1) to (5) of this section. New sources shall also include in this report information on the method of pretreatment the source intends to use to meet applicable pretreatment standards. New sources shall give estimates of the information requested in subsections (4) and (5) of this section. All of the following information shall be submitted pursuant to this section:

- (1) The name and address of the facility including the name of the operator and owners.
- (2) A list of any environmental control permits held by or for the facility.
- (3) A brief description of the nature, average rate of production, and standard industrial classification of the operation or operations carried out by the nondomestic user. The description shall include a facility drawing and schematic process diagram that indicates points of discharge to the POTW and from which processes the discharges originate.
- (4) Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW for each of the following:
  - a. Regulated process streams.
  - b. Other streams as necessary to allow use of the combined wastestream formula specified in R 323.2311(6). The YCUA may allow for verifiable estimates of these flows when justified by cost or feasibility considerations.
- (5) All of the following information shall be provided with respect to the measurement of pollutants:

- a. The identity of the pretreatment standards, including state or local standards, applicable to each regulated process.
  - b. The results of sampling and analysis identifying the nature and concentration or mass, where required by the standard or YCUA, of regulated pollutants in the discharge from each regulated process. Both daily maximum and average concentration or mass, where required, shall be reported. The sample shall be representative of daily operations.
  - c. A minimum of four grab samples shall be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organics. For all other pollutants, 24-hour composite samples shall be obtained through flow-proportional composite sampling techniques. The YCUA may waive flow-proportional composite sampling for any nondomestic user that demonstrates that time-proportional sampling is representative of the discharge during the sampling period. Samples obtained through time-proportional composite sampling techniques or through a minimum of four grab samples may be approved by the director when the user demonstrates that this will provide a representative sample of the effluent being discharged.
  - d. With the exception of the pollutants specified in paragraph c. of this subsection, the user shall take a minimum of one representative sample to compile the data necessary to comply with the requirements of this subsection.
  - e. Samples should be taken immediately downstream from pretreatment facilities if the facilities exist or immediately downstream from the regulated process if pretreatment facilities do not exist. If other wastewaters are mixed with the regulated wastewater before pretreatment, the nondomestic user should measure the flows and concentrations necessary to allow use of the combined wastestream formula specified in R 323.2311(7) to evaluate compliance with the pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with R 323.2311(5), the adjusted limit and supporting data shall be submitted to YCUA.
  - f. Sampling and analysis shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 as amended. Where Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the YCUA or other parties, approved by the EPA.
  - g. The YCUA may allow the submission of a baseline report that utilizes only historical data if the data provides information sufficient to determine the need for industrial pretreatment measures. The baseline report shall indicate the time, date, and place of sampling and the methods of analysis and shall certify that the sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW.
- (6) A statement, reviewed by an authorized representative of the nondomestic user and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis and, if not, whether additional O&M or additional pretreatment is required for the nondomestic user to meet the pretreatment standards and requirements.
- (7) If additional pretreatment or O&M will be required to meet the pretreatment standards, the shortest schedule by which the nondomestic user will provide such additional pretreatment or O&M. The completion date in the schedule shall not be later than the compliance date established for the applicable pretreatment standard. All of the following conditions shall apply to compliance schedules:
- a. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the nondomestic user to meet the applicable categorical pretreatment standards. The events may include any of the following: (i) the hiring of an engineer; (ii) completing preliminary plans; (iii) completing final plans; (iv)

executing contracts for major components; (v) commencing construction; (vi) completing construction; or (vii) other similar major events;

- b. An increment referred to in this subsection shall not be more than nine months.
  - c. Not later than 14 days following each date in the schedule and the final date for compliance, the nondomestic user shall submit a progress report to the YCUA, including, at a minimum, whether or not the user complied with the increment of progress to be met on a particular date and, if not, the date on which the user expects to comply with the increment of progress, the reason for delay, and the steps being taken by the nondomestic user to return the construction to the schedule established. Not more than nine months shall elapse between progress reports to the YCUA.
- (8) Where the nondomestic user's categorical pretreatment standard has been modified by a removal allowance under R 323.2311(7) or a fundamentally different factors variance under R 323.2313(b) at the time the nondomestic user submits the report required by this rule, the information required by subsections (6) and (7) of this section shall pertain to the modified limits.
- (9) Any changes to information requested under subsections (1) to (5) of this section shall be submitted by the nondomestic user to the YCUA within 60 days.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-159. - Additional reporting required and periodic report requirements.**

- (a) Within 90 days following the date for final compliance with applicable categorical pretreatment standards or, in the case of a new source, following commencement of the introduction of wastewater into the sewage works, POTW or the WWTP, any nondomestic user subject to pretreatment standards and requirements shall submit to the director a report containing the information required in subsections (4) through (6), inclusive, of section 62-123 of this article. For industrial users subject to equivalent mass or concentration limits established by YCUA in accordance with the procedures in R 323.2311(5) of the Part 23 Rules promulgated under the State Act or otherwise established by the Act or the State Act or rules promulgated thereunder, the report shall contain a reasonable measure of the nondomestic user's long-term production rate. For all other nondomestic users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production, or other measure of operation, the report shall include the nondomestic user's actual production during the appropriate sampling period.
- (b) The YCUA may establish and impose mass limitations on users which are using dilution to meet applicable pretreatment standards or requirements, or in other cases in which the imposition of mass limitations is appropriate.
- (c) All of the following provisions shall apply to periodic reports on continued compliance:
  - (1) Any nondomestic user subject to a categorical pretreatment standard after the compliance date of the pretreatment standard or, in the case of a new source, after commencement of the discharge into the publicly-owned treatment works shall submit, to the YCUA semiannually, unless required more frequently in the pretreatment standard or by the YCUA, a report indicating the nature and concentration of pollutants in the effluent that are limited by the categorical pretreatment standards. In addition, the report shall include a record of measured or appropriately estimated average and maximum daily flows for the reporting period for the discharge reported in subsection 62-123(4) of this article, except that YCUA may require more detailed reporting of flows.
  - (2) Where YCUA has imposed mass limitations on nondomestic users as provided for by R 323.2311(5) of the Part 23 Rules promulgated under the State Act or where such limitations are otherwise established by the Act or the State Act or Rules promulgated there under, the report

required by subsection (a) immediately above shall indicate the mass of pollutants regulated by pretreatment standards in the discharge from the nondomestic user.

- (3) For nondomestic users subject to equivalent mass or concentration limits established by the YCUA or under the Act or the State Act or rules promulgated there under, the report required by subsection (a) immediately above shall contain a reasonable measure of the nondomestic user's long term production rate. For all other nondomestic users subject to categorical pretreatment standards expressed only in terms of allowable pollutant discharge per unit of production, or other measure of operation, the report required by subsection (a) immediately above shall include the nondomestic user's actual average production rate for the reporting period.
- (d) All categorical and noncategorical nondomestic users shall notify the YCUA immediately of all discharges that could cause problems to the POTW, including any slug loadings.
- (e) All of the following provisions apply to SIUs that are categorical industrial users or noncategorical industrial users with regards to monitoring and analysis to demonstrate continued compliance:
  - (1) The reports required in section 62-123 of this article or in this section shall contain the results of sampling and analysis of the discharge, including the flow and the nature and concentration, or production and mass when requested by the YCUA, of pollutants contained in the discharge that are limited by the applicable pretreatment standards. The sampling and analysis may be performed by the YCUA instead of the nondomestic user. Where the YCUA elects to perform the required sampling and analysis instead of the nondomestic user, the nondomestic user will not be required to submit the compliance certification required under subsection 62-123(6) and subsection (a) of this section. In addition, where the YCUA collects all the information required for the report, including flow data, the nondomestic user will not be required to submit the report. The YCUA shall provide, to the nondomestic user, within ten days after the results are available, the results of any sampling the YCUA performs for nondomestic user self-monitoring that show a violation of any pretreatment standard. Any certification required by a categorical pretreatment standard shall be included with the semiannual compliance reports.
  - (2) If sampling performed by a nondomestic user indicates a violation of pretreatment standards, the nondomestic user shall notify the YCUA within 24 hours of becoming aware of the violation. The nondomestic user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the YCUA within 30 days after becoming aware of the violation; however, the nondomestic user is not required to resample if the YCUA performs sampling at the nondomestic user at a frequency of at least once per month or if the YCUA performs sampling at the nondomestic user between the time when the nondomestic user performs its initial sampling and the time when the nondomestic user receives the results of the sampling.
  - (3) The reports required in subsection (c)(3) of this section shall be based upon data obtained through appropriate sampling and analysis performed during the period covered by the report, which data is representative of conditions occurring during the reporting period. The YCUA may establish and require a frequency of monitoring that is necessary to assess and assure compliance by nondomestic users with applicable pretreatment standards and requirements.
  - (4) All analyses shall be performed in accordance with procedures established by the EPA pursuant to Section 304(h) of the Clean Water Act and contained in 40 CFR Part 136 as amended or with any other test procedures approved by the EPA. Sampling shall be performed in accordance with the techniques approved by the EPA. Where the provisions of the Part 136 do not include sampling or analytical techniques for the pollutants in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed using validated analytical methods or any other sampling and analytical procedures, including procedures suggested by the YCUA or other parties and approved by the EPA.
  - (5) If a nondomestic user monitors any pollutant more frequently than required by the YCUA using the procedures prescribed in subsection (4) immediately above, the results of the monitoring shall be included in the report.

- (6) A minimum of one grab samples shall be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organics. For all other pollutants, 24-hour composite samples shall be obtained through flow-proportional composite sampling techniques. The YCUA may waive flow-proportional composite sampling for any nondomestic user that demonstrates that time-proportional sampling is representative of the discharge during the sampling period. Samples obtained through time-proportional composite sampling techniques or through a minimum of four grab samples may be approved by the director or designee when the user demonstrates that this will provide a representative sample of the effluent being discharged.
- (f) The YCUA may require appropriate reporting from nondomestic users that have discharges, which are not subject to categorical pretreatment standards. Significant industrial users shall submit, to the YCUA, at least semiannually, a description of the nature, concentration, and flow of the pollutants required to be reported by the YCUA. The reports shall be based on sampling and analysis performed in the period covered by the report and performed in accordance with the techniques described in 40 CFR Part 136 as amended. Where the provisions of the Part 136 do not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the YCUA or other persons and approved by the EPA. The sampling and analysis may be performed by the YCUA instead of the significant industrial user. Where the YCUA collects all of the information required for the report, the significant industrial user will not be required to submit the report. The YCUA shall provide, to the nondomestic user, within ten days after the results are available, the results of any sampling it performs for nondomestic user self-monitoring that show a violation of any pretreatment standard. Where the YCUA performs sampling for a significant industrial user, the YCUA must perform any required repeat sampling and analysis within 30 days of becoming aware of a violation.
- (g) All periodic compliance reports shall be certified and signed by the authorized representative of the industrial user. The authorized representative shall state the following certification when submitting the periodic compliance reports to the YCUA: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquire of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

(Ord. No. 1129, 8-17-2010)

#### **Sec. 106-160. - Powers of the YCUA.**

Wastewater discharges shall be expressly subject to all provisions of this article, the Act and State Act and all other applicable regulations, rules, plans, programs and orders established by the YCUA. The YCUA may:

Updated wording

- (1) Limit the average and maximum wastewater constituents and characteristics.
- (2) Limit the average and maximum rate and time of discharge or make requirements for flow regulations and equalization.
- (3) Require the installation and maintenance of inspection and sampling facilities.
- (4) Establish specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule.
- (5) Establish compliance schedules.
- (6) Require submission of technical reports or discharge reports.

- (7) Require the maintaining, retaining and furnishing of plant records relating to wastewater discharge as specified by the YCUA, and affording the YCUA access thereto, and copying thereof.
- (8) Require notification of slug discharges and accidental spills.
- (9) Require other conditions as deemed appropriate by the YCUA to ensure compliance with this article, the Act and the State Act. The YCUA shall require notification of the YCUA for any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the POTW.
- (10) Take any other action, including enforcement action, required or authorized by this article.

New provision added

(Ord. No. 1129, 8-17-2010)

**Sec. 106-161. - Sampling and monitoring facilities may be required.**

The YCUA shall, when determined necessary by the director, require to be provided and operated at the user's own expense, monitoring facilities to allow inspection, sampling, and flow measurement of the building sewer and/or internal drainage systems. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user. Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with plans and specifications submitted to and approved by the YCUA and all applicable local construction standards and specifications. Construction shall be completed within 90 days following written notification by the YCUA.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-162. - Right to access of facilities for inspection, sampling, records examination, record copying or other duties.**

The YCUA shall inspect the facilities of any user to ascertain whether the purpose of this article is being met and all requirements are being complied with. Persons or occupants of premises where wastewater is created or discharged shall allow the YCUA or its representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination, records copying or in the performance of any of their duties. The YCUA, EGLE and EPA shall have the right to set up on the user's property, at the user's expense, such devices as are necessary to conduct sampling inspection, compliance monitoring and/or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards or other appropriate personnel so that upon presentation of suitable identification, personnel from the YCUA, EGLE and EPA will be allowed to enter, without delay, for the purposes of performing their specific responsibilities.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-163. - Compliance with ordinance provisions required.**

- (a) Industrial users shall provide necessary wastewater treatment as required to comply with this article, the Act and State Act and shall achieve compliance with all pretreatment standards within the time limitations as specified by the federal pretreatment regulations and as required by the YCUA, the Act or the State Act. Any industrial user that qualifies, as a new source is required to have pretreatment equipment installed and operational before discharging and shall be in full compliance within 90 days of initial discharge. Any facilities required to pretreat wastewater to a level acceptable to the YCUA shall be provided, operated, and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the YCUA for review and shall

be approved by the YCUA before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the YCUA under the provisions of this article, the Act or the State Act. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be approved by the YCUA prior to the user's initiation of the changes.

- (b) As required by Section 403.8(D) (viii) of the Federal Register, the YCUA shall publish at least annually in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW of the industrial users, which during the previous 12 months, were in significant noncompliance with any applicable pretreatment requirements. All records relating to compliance with pretreatment standards shall be made available to officials of the EPA or EGLE upon request.

(Ord. No. 1129, 8-17-2010)

#### **Sec. 106-164. - Confidentiality of information.**

Information and data on a user obtained from reports, questionnaires, permit applications, wastewater discharge permits and monitoring programs, and from inspections shall be available to the EGLE and the EPA without restriction and shall be available to the public without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the director that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user, in accord with applicable provisions of the State Freedom of Information Act, Public Act 442 of 1976, as amended and Rule 323.2314 of the Part 23 Rules promulgated under the State Act.

(Ord. No. 1129, 8-17-2010)

#### **Sec. 106-165. - Enforcement by City.**

All orders, directives, legal and/or equitable actions, which are necessary and appropriate to enforce this article, the Act and State Act shall be carried out by the YCUA and the City. Nothing contained in this section shall preclude the City or the YCUA from instituting, maintaining or joining any legal and/or equitable actions to enforce this article, the Act and State Act.

(Ord. No. 1129, 8-17-2010)

#### **Sec. 106-166. - Records, accounts, audits, classification of users, insurance.**

- (a) The YCUA will maintain and keep proper books of records and accounts, separate from all other records and accounts, in which shall be made full and correct entries of all transactions relating to the POTW. The YCUA will cause an annual audit of such books of record and account for the preceding operating year to be made by a recognized independent certified public accountant and will supply such audit report to authorized public officials on request.
- (b) In conjunction with the audit there shall be an annual review of the sewer charge system for adequacies meeting expected expenditures for the following year.
- (c) Classification of old and new industrial users may also be reviewed annually.
- (d) The YCUA will maintain and carry insurance on all physical properties of the system, of the kinds and in the amounts normally carried by public utility companies and municipalities engaged in the operation of sewage disposal systems.
- (e) Retention of records. A user shall retain records of all monitoring information, including, all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this article, an order, or a wastewater discharge permit, all documentation associated with best management practices, and the records of all data used

to complete the application for a wastewater discharge permit, for a period of at least three years from the date of a sample, measurement, report application or orders. This period may be extended by the YCUA at any time at the director's discretion.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-167. - Powers and authority of inspectors.**

The director and other duly authorized employees of the YCUA bearing proper credentials and identification shall be allowed to enter upon all properties for the purpose of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this article, the Act and State Act.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-168. - Enforcement process.**

- (a) Emergency suspension. The director may suspend the wastewater treatment service and/or any wastewater discharge permit issued under this article when such a suspension is necessary, in the opinion of the director, in order to stop an actual or threatened discharge that presents or may present an imminent or substantial danger to the health or welfare of persons or the environment, the POTW, or constitutes a violation of any condition of the NPDES or other permit, this article, the Act or State Act. Any user notified of a suspension of wastewater treatment services or a wastewater discharge permit shall immediately stop or eliminate its discharge into the POTW. If a user fails to immediately comply with such a suspension order and as required in this section, the YCUA shall take such steps as deemed necessary, including immediate termination or severance of the user's sewer connection to prevent or minimize damage to any person, the POTW or the environment. The YCUA will allow the user to recommence its discharge upon receipt of proof of compliance with this article and the elimination of the discharge and/or identified danger. A user whose wastewater treatment service or wastewater discharge permit has been suspended under this article shall submit, within 15 days of the suspension, a written statement to the director describing the causes of the harmful discharge and the measures taken to prevent future harmful discharges in addition to other information required by this article or otherwise required by the Act or State Act under such circumstances.
- (b) Notice letter. The minimum enforcement response that the director will use to notify a user that a violation of the local applicable sewer use ordinance or YCUA industrial pretreatment program has occurred or is occurring.
- (c) Notification of violation. Whenever the director finds that any user has violated or is violating any provision of this article or a wastewater discharge permit, an order issued under this article, the Act or State Act, the director may serve upon said user written notice of the violation. Within 30 days of receipt of such notice the user shall submit to the director an explanation of the violation and a written plan for satisfactory correction. Submission of this plan does not relieve the user of liability for any violations occurring before or after receipt of the notice of violation or as otherwise provided in this article, the Act or State Act.
- (d) Show cause order. The director may order any user violating this article or a wastewater discharge permit, an order issued under this article, the Act, or State Act, to show cause why a proposed enforcement action should not be taken. The show cause notice shall require the user to appear before the director for a show cause meeting within a reasonable time, not less than ten days after first class mailing of the order to the user's recorded or last known address. Enforcement action may be pursued whether or not a user appears at a show cause meeting and issuance of a show cause order does not relieve the user of liability for any violation occurring before or after receipt of the notice or as otherwise provided in this article, the Act, or State Act.
- (e) Consent order. The director is empowered to enter into consent orders, assurances of voluntary compliance and other similar documented agreements establishing an agreement with a user

responsible for noncompliance with an order, wastewater discharge permit, this article, the Act or State Act. Such a document may include compliance schedules, stipulated fines or penalties, the amount of which shall not be limited by the civil fine assessment provision of this article, remedial actions and signatures of the director and user. Consent orders or similar documented agreements prepared and executed under this section shall have the same force and effect as other orders issued under this article.

- (f) Compliance order. When the director finds that a user has violated or continues to violate this article, a wastewater discharge permit, an order issued under this article, the Act or State Act, an order may be issued to the user directing that, following a specified time period, sewer service shall be discontinued unless adequate treatment facilities, devices or other related appurtenances have been installed and are properly operated and compliance is otherwise achieved. Such an order may contain other requirements as might be reasonably necessary and appropriate to address the noncompliance, including, but not limited to, the installation of pre-treatment technology, additional self-monitoring and new management practices. Issuance of a compliance order does not relieve the user of liability for any violation occurring before or after receipt of the notice or as otherwise provided in this article, the Act or State Act.
- (g) Cease and desist order. When the director finds that a user has violated or continues to violate this article, a wastewater discharge permit, an order issued under this article, the Act or State Act, an order may be issued to the user responsible for the violation directing that such violations cease and desist immediately. In an emergency, the order to cease and desist may be given by telephone. In a nonemergency situation, the cease and desist order may be used to suspend or permanently revoke a wastewater discharge permit or permits. A cease and desist order may require the user to take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and terminating the discharge. Issuance of a cease and desist order does not relieve the user of liability for any violation occurring before or after receipt of the order or as otherwise provided in this article.
- (h) Termination of wastewater discharge permit. Any user who has a wastewater discharge permit who violates the following conditions of the permit or violates other provisions of this article, the Act or State Act, or any applicable state or federal law or regulation is subject to permit termination:
  - (1) Failure to accurately report wastewater constituents and characteristics;
  - (2) Failure to report significant changes in operations or wastewater constituents and characteristics;
  - (3) Refusal of reasonable access to the user's premises or records for the purpose of inspection, monitoring or sampling or for any other purpose authorized under this article, the Act or State Act;
  - (4) Failure to comply with an order issued under this article; or
  - (5) For those reasons stated in section 62-138 of this article or for any other reason for termination as provided in this article, the Act or State Act.

Such users shall be notified of the proposed wastewater discharge permit termination and shall be offered an opportunity to show cause under the provision of subsection (d) of this section, why the proposed action should not be taken.

- (i) Administrative assessments. Notwithstanding any other section of this article, any user who violates any provision of this article, a wastewater discharge permit, an order issued under this article, the Act or State Act, shall be liable to the YCUA and/or City for any expense loss or damage occasioned by reason of such violation including, but not limited to, reasonable attorney's fees and may be subject to an administrative assessment by the YCUA in an amount of \$1,000.00 per violation, per day. Each day on which noncompliance shall occur or is continued shall be deemed a separate and distinct violation. Such expense, loss, damage or assessments may be added to a user's sewer service charges and the YCUA and the City shall have such other collection rights and remedies as designated by law, the Act, the State Act and this article to collect these sewer service charges.

- (j) Judicial remedies. A person who violates any provision of this article, a wastewater discharge permit, an order issued under this article, the Act or State Act, is subject to the judicial remedies described below in addition to being responsible for a civil fine assessment or a misdemeanor or any administrative remedy or enforcement action provided for in this article:
  - (1) Whenever a user has violated or continues to violate the provisions of this article, a wastewater discharge permit, an order issued under this article, the Act or the State Act, the director, through counsel, may petition the circuit court for issuance of a preliminary or permanent injunction or both to restrain or compel certain activities on the part of the user.
  - (2) Any user who has violated or continues to violate any order or wastewater discharge permit issued hereunder may be liable to the YCUA in such judicial proceedings for a civil fine assessment of \$1,000.00, plus actual damages, direct or indirect, incurred by the YCUA, per violation, per day, for as long as the violation continues. Additionally, the YCUA may recover reasonable attorney's fees; court costs and other expenses associated with any enforcement activities, including sampling, monitoring and analysis expenses.
  - (3) The director, through counsel, may petition the circuit court to impose, assess, and recover such assessments and sums. In determining the amount of liability, the court shall consider all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude or duration of the violation, any economic benefit gained by the user through the violation, corrective actions by the user, the compliance history of the user and any other relevant factor.
- (k) Liens. Any fine or other assessment issued or imposed under this article or other costs or charges imposed under this article may be added to the user's sewer service charges and the YCUA shall have such other collection rights and remedies as designated by law and this article to collect said charges, and all unpaid charges, fines, assessments, penalties and service charges shall constitute and may be recorded as a lien against the user's property if not paid within the time frame allocated by YCUA or a court for payment. The filing of such a lien shall not prevent YCUA from pursuing other collection remedies. New line added
- (l) Appeals. Any person or user subject to enforcement action under the provisions of this article, the Act or State Act, except for civil fine assessment notices, consent orders, emergency actions under this article or judicial actions by the YCUA, may request a hearing before the director within ten days of receipt of notification of the proposed enforcement action. A hearing shall then be held by the director concerning the violation, the reasons why the enforcement action was taken, the proposed enforcement action, and the user's explanation or other relevant evidence. An appeal may be taken from the director's final decision. The following rules shall apply to the hearing and appeal:
  - (1) The director may issue notices of such a hearing requiring the attendance and testimony of witnesses or the production of evidence relative to the hearing.
  - (2) In the event a request for hearing is not filed within ten days of the user's notice of an enforcement action, failure to file such a request shall be deemed a waiver of any and all hearing or appeal rights established under this article.
  - (3) A request for hearing shall state the basis for the request, the reasons in support of the request and any alternative relief, which the aggrieved party seeks.
  - (4) During the pendency of any hearing process or appeal the user must comply with the enforcement action or the YCUA order from which the appeal is taken.
  - (5) At the hearing, testimony may be taken under oath and recorded stenographically. A transcript of the hearing shall be made available to any member of the public or any party to the hearing upon payment of usual and reasonable charges.
  - (6) After the director has held such a hearing and reviewed the evidence, he may issue an order affirming, modifying or withdrawing the enforcement action.

- (7) Within 15 days from receipt of the director's final decision, the aggrieved party may appeal the decision to the board stating the grounds on which the appeal is based together with all documents, evidence, transcripts and information in support of the aggrieved party's position. In addition, the aggrieved party shall file five copies of the appeal and supporting documentation with the board and serve an additional copy on the director.
  - (8) The director shall have 30 days to respond to the appeal and to submit all evidence, documents and information in support of the director's decision and shall file five copies with the board and shall serve an additional copy on the aggrieved party.
  - (9) Within 30 days of receiving the director's response the board shall meet and review all documents and evidence pertaining to the appeal and shall issue an order affirming the director's order, affirming the director's order in part and reversing in part, or reversing the director's order in full. The board shall forward a copy of its decision to all interested parties.
- (m) Industrial pretreatment program (IPP) and enforcement response plan (ERP). This article, the Act and State Act shall also be enforced by the YCUA pursuant to a written industrial pretreatment program adopted by the YCUA as required by the Act and State Act which plan shall include those plan elements required by the Act and State Act including, but not limited to, an enforcement response plan designed to achieve enforcement of that program. That enforcement response plan shall provide for, at minimum, those powers of enforcement granted by this article, the Act and State Act.
  - (n) Time limits. The YCUA's failure to strictly comply with and/or to meet an enforcement procedure time deadline or other time deadline specified in this article, the Act, State Act, or the enforcement response plan, shall not prohibit or prevent the YCUA from taking enforcement or other action outside of or not in compliance with such a time deadline, unless the user or permittee in question has been and is able to demonstrate that it has been materially prejudiced by action taken by the YCUA outside of or not in compliance with such a time deadline.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-169. - Same—Surcharges, fees.**

The director shall establish appropriate surcharges or fees to reimburse the YCUA for the additional cost of operation and maintenance of the sewage works or POTW due to violations of this article, the Act or State Act.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-170. - Permit—Requirements for nondomestic users.**

- (a) All nondomestic users must notify the director of the nature and characteristics of their wastewater prior to commencing their discharge. The director is authorized to prepare a form for this purpose.
- (b) It shall be unlawful for significant industrial users to discharge wastewater, either directly or indirectly, into the sewage works or POTW without first obtaining a wastewater discharge permit from the YCUA. The director may require that other nondomestic users, including, but not limited to, liquid waste haulers to obtain a wastewater discharge permit as necessary to carry out the purposes of this article. Any violation of the terms and conditions of a wastewater discharge permit shall be deemed a violation of this article. Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to obtain other permits required by federal, state or local law. Language streamlined
- (c) Any industrial user located beyond the City limits shall submit a wastewater discharge permit application within 60 days of the effective date of the ordinance from which this article is derived. New industrial users located beyond the City limits shall submit such applications to the director 60 days prior to discharging into the sewage works or POTW. Upon review and approval of such application, the director may issue a wastewater discharge permit requiring the user to abide by this article,

including all compliance monitoring, reporting, and enforcement provisions contained in this article, the Act or State Act.

- (d) Any SIU which discharges nondomestic waste into the POTW prior to the effective date of the ordinance from which this article is derived and who wishes to continue such discharges in the future, shall, within 90 days after such date, apply to the YCUA for a wastewater discharge permit and shall not cause or allow discharges to the POTW to continue after 180 days from and after the effective date of the ordinance from which this article is derived except in accordance with a wastewater discharge permit issued by the director.
- (e) Any SIU proposing to begin or recommence discharging nondomestic wastes into the sewage works or POTW must obtain a wastewater discharge permit prior to beginning or recommencing such discharge. An application for this permit must be filed at least 60 days prior to the anticipated start-up date.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-171. - Same—Application.**

- (a) In order to be considered for a wastewater discharge permit, all industrial users required to have a permit must submit the information required by section 62-122 on an application form approved by the director.
- (b) When required, plans must be certified for accuracy by a professional engineer registered in the state of Michigan.
- (c) All applications must contain the following certification statement and be signed by an authorized representative of the industrial user: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."
- (d) The director will evaluate the data furnished by the industrial user and may require additional information. After evaluation of the data furnished, the director may issue a wastewater discharge permit subject to terms and conditions provided herein.
- (e) At the time an application for a wastewater discharge permit is made, the user shall pay to the YCUA a permit fee in an amount established from time to time by the board, which fee shall be refunded to the user in the event the permit is denied. In addition to the above-stated permit fee, the user shall pay to the YCUA a nonrefundable permit application fee equal to the YCUA's expenses, and the YCUA expenses incurred in hiring laboratories, engineers, or other consultants, for the purpose of evaluating the permit application submitted by the user to the YCUA.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-172. - Same—Contents.**

Wastewater discharge permits shall include such conditions as are reasonably deemed necessary by the director to prevent pass-through or interference, protect the quality of the water body receiving the POTW's effluent, protect worker health and safety, facilitate POTW sludge management and disposal, protect ambient air quality, and protect against damage to the POTW collection system or plant and ensure compliance with this article, the Act and State Act. Wastewater discharge permits shall contain a statement of the duration of the permit, which shall not be more than five years; a statement of permit nontransferability without prior notification to the YCUA and provision of a copy of the existing permit to the new owner

or operator; effluent limits based on applicable general pretreatment standards, categorical pretreatment standards, local limits, and state and local law; self-monitoring, sampling, reporting, notification, and record keeping requirements, including identification of the pollutants to be monitored, sampling location, sampling frequency, and sample type, based on the applicable general pretreatment standards, categorical pretreatment standards, local limit, and state and local law; and a statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements and any applicable compliance schedule. The schedule may not extend the compliance date beyond applicable federal or state deadlines. Wastewater discharge permits may contain, but need not be limited to, the following:

- (1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization.
- (2) Limits on the average and/or maximum concentration, mass, or other measure of identified wastewater constituents or properties.
- (3) Requirements for the installation of pretreatment technology or construction of appropriate containment devices, or similar requirements designed to reduce, eliminate, or prevent the introduction of pollutants into the sewage works or POTW.
- (4) Development and implementation of spill control plans or other special conditions including additional management practices necessary to adequately prevent accidental, unanticipated, or routing discharges.
- (5) The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the sewage works or POTW.
- (6) Requirements for installation and maintenance of inspection and sampling facilities.
- (7) Specifications for monitoring programs, which may include sampling locations, frequency of sampling, number, types, and standards for tests, and reporting schedules.
- (8) Compliance schedules.
- (9) Requirements for submission of technical reports or discharge reports.
- (10) Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the director and affording the director, or his representatives, access thereto.
- (11) Requirements for notification of any new introduction of wastewater constituents or of any substantial change in the volume or character of the wastewater being introduced in the sewage works or POTW.
- (12) Requirements for the notification of any change in the manufacturing and/or pretreatment process used by the permittee.
- (13) Requirements for notification to the YCUA of excessive, accidental, or slug discharges.
- (14) Other conditions as deemed appropriate by the director to ensure compliance with this article and state and federal laws, rules, and regulations, including the Act and State Act.
- (15) A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable federal, state or local pretreatment standards or limits, including those which become effective during the term of the permit.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-173. - Same—Issuance process.**

- (a) Wastewater discharge permits shall be issued for a specified time period, not to exceed five years. A permit may be issued for a period less than five years, at the discretion of the director.

- (b) The director will provide all interested persons with notice of final wastewater discharge permit terms. Upon notice by the director, any person, including the industrial user, may petition to appeal the terms of the permit to the board within 30 days of the notice.
- (1) Failure to submit a timely petition for review shall be deemed to be a waiver of the appeal.
  - (2) In its petition, the appealing party must indicate the wastewater discharge permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to be placed in the wastewater discharge permit.
  - (3) The effectiveness of the wastewater discharge permit shall not be stayed pending a reconsideration by the board. If, after considering the petition and any arguments put forth by the director, the board determines that reconsideration is proper, it shall remand the permit back to the director for reissuance. Those wastewater discharge permit provisions being reconsidered by the director shall be stayed pending reissuance.
  - (4) A board's decision not to reconsider a final wastewater discharge permit shall be considered final administrative action for purposes of judicial review.
- (c) The director may modify or terminate a wastewater discharge permit for good cause including, but not limited to, the following:
- (1) To incorporate any new or revised federal, state or local pretreatment standards or requirements.
  - (2) Material or substantial alterations or additions to the discharger's operation processes, or discharge volume or character which were not considered in drafting the effective wastewater discharge permit.
  - (3) A change in any condition in either the industrial user or the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge.
  - (4) Information indicating that the permitted discharge poses a threat to the POTW or POTW personnel or the receiving waters or the health of any person or the general public.
  - (5) Violation of any terms or conditions of the wastewater discharge permit.
  - (6) Misrepresentation or failure to disclose fully all relevant facts in the wastewater discharge permit application or in any required reporting.
  - (7) Revision of or a grant of variance from such categorical standards pursuant to 40 CFR Part 403.13 as amended.
  - (8) To correct typographical or other errors in the wastewater discharge permit.
  - (9) To reflect transfer of the facility ownership and/or operation to a new owner/operator.
  - (10) Upon request of the permittee, provided such request does not create a violation of any applicable requirements, standards, laws, or rules and regulations.
  - (11) Falsifying self-monitoring reports.
  - (12) Tampering with monitoring equipment.
  - (13) Refusing to allow timely access to the user's facility, premises and records.
  - (14) Failure to meet effluent limitations.
  - (15) Failure to pay fines.
  - (16) Failure to pay sewer charges.
  - (17) Failure to meet compliance schedules.
  - (18) As provided in section 62-133.

- (d) The filing of a request by the permittee for a wastewater discharge permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any wastewater discharge permit condition.
- (e) Wastewater discharge permits may be reassigned or transferred to a new owner and/or operator with prior approval of the director, if:
  - (1) The permittee must give at least 30 days' advance notice to the director; and
  - (2) The notice must include a written certification by the new owner which:
    - a. States that the new owner has no immediate intent to change the facility's operations and processes.
    - b. Identifies the specific date on which the transfer is to occur.
    - c. Acknowledges full responsibility for complying with the existing wastewater discharge permit.
- (f) Permitted industrial users shall apply for a wastewater discharge permit reissuance by submitting a complete permit application a minimum of 90 days prior to the expiration of the user's existing permit. An expired wastewater discharge permit will continue to be effective and enforceable until the permit is reissued, if:
  - (1) The industrial user has submitted a complete permit application at least 90 days prior to the expiration date of the user's existing wastewater discharge permit; and
  - (2) The failure to reissue the permit, prior to expiration of the previous wastewater discharge permit, is not due to any act or failure to act on the part of the permitted industrial user.
- (g) Nothing in this article shall be construed as preventing any special agreement or arrangement between the POTW and any user whereby wastewater of unusual strength or character is accepted into the POTW and specially treated and subject to any payments or user charges, as may be applicable. However, no discharge which violates pretreatment standards will be allowed under the terms of such special agreements. If, in the opinion of the director, the wastewater may have the potential to cause or result in any of the following circumstances, no such special agreement will be made:
  - (1) Pass through or interference; or
  - (2) Endanger municipal employees or the public.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-174. - Penalty for violation of article; liability of user.**

- (a) Any person who violates any provision of this article, a wastewater discharge permit, an order issued under this article, the Act or State Act, shall be liable to YCUA for and may be subject to a civil fine assessment of \$1,000.00 per violation, per day, plus any costs, damages and expenses, direct or indirect, incurred by the City or the YCUA in connection with the violation. Each day on which a violation continues shall be deemed a separate and distinct violation.
- (b) Any person who violates any provision of this article that is listed below shall be guilty of a misdemeanor, and upon conviction is subject to a fine of not more than \$500.00, exclusive of any civil fine assessment or other costs, damages and expenses, or by imprisonment for not more than 90 days, or both. Misdemeanor violations include:
  - (1) Intentional unpermitted discharge;
  - (2) Falsification of a monitoring report or the making of any false statement, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this article;
  - (3) Improper sampling, with evidence of an intent to falsify or mislead;

- (4) Intentional failure to install monitoring equipment after a deadline established by an order issued under this article or the tampering with or knowingly rendering inaccurate any monitoring device or equipment or method required under this article;
- (5) Intentional recurring violation of a compliance schedule in a wastewater discharge permit or a violation of a compliance schedule in an order issued under this article; or
- (6) Illegal discharge when the discharge causes harm and there is evidence of intent.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-175. - Funding/fees.**

- (a) The purpose of this section is to provide for the recovery of costs from permitted industrial users of the POTW. The applicable charges or fees established by the board shall be sufficient to meet the costs of the operation, maintenance, improvement or replacement of the system, or as provided by law or by board action.
- (b) The board shall adopt charges and fees which shall include, but not necessarily limited to:
  - (1) Fees for reimbursement of costs of establishing, operating, maintaining, or improving the YCUA's industrial pretreatment programs; and enforcement response plan.
  - (2) User fees based upon volume of waste and concentration or quantity of specific pollutants in a discharge, and to cover other treatment costs including sludge handling and disposal; and
  - (3) Reasonable fees for reimbursement of costs for enforcement hearings or other enforcement action including, but not limited to, expenses regarding hearings officers, court reporters, attorney fees, and transcriptions; and **Added new wording**
  - (4) Other fees, which the board may deem necessary, to carry out the requirements contained herein and continued in other IPP and ERP, or as may be required by law.

(Ord. No. 1129, 8-17-2010)

**Secs. 106-176—106-190. - Reserved.**

## **DIVISION 3. - BUILDING SEWERS AND CONNECTIONS**

### **Sec. 106-191. - Permit required.**

No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof or any part of the sewage works or POTW without first obtaining written authorization from the director.

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-192. - Classes of permits; application; fees.**

There shall be two classes of building sewer permits:

- (1) For residential and commercial service; and
- (2) For service to establishments producing industrial wastes. In either case, the owner or his agent shall make application on a form furnished by the YCUA. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent, in the judgment of the City or the YCUA. A permit and inspection fee for a residential or commercial building sewer permit and for an industrial building sewer permit shall be paid to the YCUA at the time the application is filed.

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-193. - Costs of connection to be borne by owner; indemnification of City and YCUA.**

All costs and expenses incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the City and the YCUA from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-194. - Separate building sewer for each building required; exception.**

A separate and independent building sewer shall be provided for every building except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, courtyard, or driveway. The building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-195. - Use of old building sewers with new buildings.**

Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the City or the YCUA, to meet all requirements of this article.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-196. - Construction specifications.**

The size, slope, alignment, and materials of construction of a building sewer; and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City or the YCUA. In the absence of the Code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WEF Manual of Practice No. 9 shall apply.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-197. - Elevation.**

Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to enable gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-198. - Prohibited connections.**

- (a) No person shall make connection of roof downspouts, exterior foundation drains, areaway drains or other sources of surface runoff or groundwater to a building sewer or building drain which, in turn, is connected directly or indirectly to a public sanitary sewer or combined sewer unless specifically approved by the director. The director may approve or disapprove such connections at director's sole discretion.
- (b) The YCUA shall not allow any connection to the sanitary sewer unless there is sufficient capacity in the sewage works or POTW to convey and adequately treat the additional wastewater from the proposed connection.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-199. - Connection specifications.**

- (a) The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules, land regulations of the YCUA or the procedures set forth in appropriate specifications of the ASTM, and the WEF Manual of Practice No. 9. All such connections shall be made gastight and watertight.
- (b) Any deviation from the prescribed procedures and materials must be approved by the YCUA before installation.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-200. - Inspection; supervision of connection.**

The contractor installing the building sewer shall notify the YCUA when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the observation of the YCUA.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-201. - Guards for excavations; restoration of public property.**

All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City and the YCUA. Work shall also be conducted in accordance with requirements of the entity, municipal or otherwise, having jurisdiction over any affected road, easement or right-of-way.

Added new language

(Ord. No. 1129, 8-17-2010)

**Secs. 106-202—106-225—62-175. - Reserved.**

## **DIVISION 4. - USE OF PUBLIC SEWERS**

### **Sec. 106-226. - Required.**

- (a) It shall be unlawful for any person to place, deposit or allow to be deposited in an unsanitary manner upon public or private property within the City, or in any area under its jurisdiction, any human or animal excrement, garbage or other objectionable waste.
- (b) It shall be unlawful to discharge to any natural outlet, any sanitary sewage, industrial wastes, or other polluted water, except where suitable treatment has been provided in accordance with provisions of this article.
- (c) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage.
- (d) The owner of all houses, buildings, or properties used for human occupancy, employment, recreation or other purpose situated within the City and abutting on any street, alley or right-of way in which there is now located or may in the future be located a public sanitary sewer or combined sewer of the City or the YCUA, is hereby required at his expense to install suitable sewage facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this article, within 90 days after the date of official notice.

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-227. - Unpolluted discharges.**

- (a) No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, water from footing drains, roof water, or other unpolluted water to any sanitary sewer or sewer connection except as specifically approved by the director. The director may approve or disapprove such discharges at director's discretion or otherwise provided in this article. Any premises connected to a storm sewer shall comply with county, state and federal requirements as well as those by the City and the YCUA.
- (b) Stormwater, groundwater, water from footing drains and all other unpolluted drainage shall be discharged into such sewers as are specifically designated as combined sewers, or storm sewers, or to a natural outlet, except as otherwise provided in this article. Industrial cooling water or unpolluted process waters may be discharged upon application and approval of the YCUA and the appropriate state agency to a storm sewer, or natural outlet.

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-228. - Fats, oils, and grease (FOG) interceptor and sand interceptors.**

Fats, oils, and grease (FOG) and sand interceptors shall be provided when, in the opinion of the director or in accordance with the YCUA policy, are necessary for the proper handling of liquid wastes containing fats, oils, or grease discharges in which the concentration in a grab sample exceeds the 100 mg/l limit, or any flammable wastes, sand, or other harmful ingredients; except that such interceptors shall not be required for single-family or multiple-family dwelling units. All interceptors shall be of a type and capacity approved by the YCUA and in accordance with the requirements of the applicable building and plumbing code. Interceptors shall be located as to be readily and easily accessible for cleaning and inspection. Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight and equipped with easily removable covers which when bolted into place shall be gastight and watertight. When installed, all fats, oils, and grease, and sand interceptors shall be maintained by the owner, at owner's expense, in continuously efficient operation at all times. A user may petition the director for an exemption

from having to install a FOG interceptor in accordance with provisions specified in the YCUA FOG mitigation program policy, as amended from time to time. The YCUA's FOG mitigation program policy does not apply to contract communities. Upon approval by the director, the YCUA's contract communities may implement an ordinance or written/policy in lieu of this section.

Updated language

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-229. - Prohibited discharges.**

No user shall contribute or cause to be contributed, directly or indirectly, any pollutant or wastewater which will pass through or interfere with the operation or performance of the sewage works.

A user may not contribute the following substances to the sewage works:

- (1) Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the sewage works or to the operation of the sewage works.
- (2) Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the POTW.
- (3) Any wastewater having a pH less than 5.0 s.u. or greater than 11.0 s.u.; or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of the POTW.
- (4) Any wastewater containing toxic pollutants or of high chlorine demand in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the POTW, or exceed the limitation set forth in this article, in the EPA categorical pretreatment standard, or any other federal, state or county standards.
- (5) Pollutants that result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause worker health and safety problems. This prohibition includes, but is not limited to, wastewaters which contain liquids, solids, or gases that cause gases, vapors, or fumes from the discharge to exceed ten percent of the immediately dangerous to life and health (IDLH) concentration. Discharges which contain more than one pollutant which may contribute to fume toxicity shall be subject to more restrictive limitations, as determined necessary by the director. The more restrictive discharge limits shall be calculated based on the additive fume toxicity of all compounds identified or reasonably expected to be present in the discharge.
- (6) Any noxious or malodorous liquids, gases, or solids which singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the POTW sewers or other structures for maintenance and repair.
- (7) Any substance, which may cause the sewage, works such as residues, sludges, or scums, to be unsuitable for land application or reclamation and reuse or to interfere with the reclamation process.
- (8) Any substance which will cause the POTW to violate its NPDES permit or the receiving water quality standards.
- (9) Any wastewater with color of sufficient light absorbency to interfere with treatment plant process, prevent analytical determinations, or create any aesthetic effect on the treatment plant effluent, such as, but not limited to, dye wastes and vegetable tanning solutions.
- (10) Daily maximum concentration or mass loading shall not be exceeded on any single calendar day. Where daily maximum limitations are expressed in terms of a concentration, the daily discharge is the arithmetical measurement of the pollutant concentration derived from all measurements taken that day. Where daily maximum limitations are expressed in units of mass, the daily discharge is the total mass discharged during the day. If a composite sample is required for a

parameter, the determination whether the daily maximum limitation for that parameter has been exceeded on a single calendar day shall be based on the composite sample collected for that parameter on that calendar day. If grab samples are required for a parameter, the determination whether the daily maximum limitation for that parameter has been exceeded on a calendar day shall be based on the average of all grab samples collected for that parameter on that calendar day. If only one grab sample is collected for a parameter on a given day, the determination whether the daily maximum limitation for that parameter has been exceeded for the day shall be based on the results of that single grab sample. If the pollutant concentration in any sample is less than the applicable detection limit, that value shall be regarded as zero when calculating the daily maximum concentration.

- (11) Any wastewater having a temperature, which will inhibit biological activity in the sewage works resulting in interference, but in no case wastewater with a temperature at the introduction into the sewage works, which exceeds 60 degrees Celsius (140 degrees Fahrenheit) or is lower than zero degrees Celsius (32 degrees Fahrenheit).
- (12) Any wastewater containing any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by applicable state or federal regulations.
- (13) Any wastewater which causes a hazard to human life or creates a public nuisance, as determined by the director.
- (14) Organic solvent extractable substances such as fats, wax, grease, or oils of petroleum origin, whether emulsified or not, in excess of 100 mg/l or containing substances which may solidify or become viscous at temperatures between 32 degrees Fahrenheit (zero degrees Celsius) and 140 degrees Fahrenheit (60 degrees Celsius).
- (15) Gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquids, solids or gases; or other pollutants which cause the wastewater to have a closed cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius), or which cause an exceedance of ten percent of the lower explosive limit (LEL) at any point within the collection system or containing gasoline, benzene, xylene or toluene which causes the wastewater to exceed the state surface water quality standard.
- (16) Any garbage that has not been ground by household type or other suitable garbage grinders, as determined by the director.
- (17) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch, manure or any other solids or viscous substances capable of causing obstructions or other interferences with the proper operation of the POTW.
- (18) Toxic or poisonous substances in sufficient quantity to injure or interfere with any wastewater treatment process, or to constitute hazards to humans or animals, or to create any hazard in waters which receive the POTW effluent, which shall include, but are not limited to, wastes containing cyanide, chromium, cadmium, mercury, copper, and nickel ions.
- (19) Solids of such character and quantity that special and unusual attention is required for their handling.
- (20) Any substance which would cause the POTW to be in noncompliance with sludge use, recycle or disposal criteria pursuant to guidelines or regulations developed under the Act, the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act or other regulations or criteria for sludge management and disposal as required by the state.
- (21) Any medical or infectious wastes prohibited from being discharged under federal or state law and regulations.
- (22) Material considered a hazardous waste under the Resource Conservation and Recovery Act (RCRA).
- (23) Any commercial or industrial waste that may cause pass-through of pollutants or interference with the POTW operations or that violates federal, state, or local restrictions.

- (24) Any pollutant, including oxygen demanding pollutants (BOD etc.) released at a flow rate and/or pollutant concentration which will cause interference with the POTW.
- (25) Trucked and hauled waste, except at discharge points designated by the POTW.
- (26) Pollutants causing toxic gases, vapors, and fumes.
- (27) Any leachate from a hazardous waste landfill.
- (28) Any landfill leachate unless permitted and authorized under a written contract, within the YCUA's sole discretion, between the YCUA and the user.
- (29) Any pollutant discharge which constitutes a slug.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-230. - Promulgation of more stringent standards.**

Upon the promulgation of the national categorical pretreatment standards, alternative discharge limits, or other federal or state limitations, for a particular industrial subcategory, the pretreatment standard, if more stringent than limitations imposed under this article for sources in that subcategory, shall immediately supersede the limitations imposed under this article and shall be considered part of the article. The YCUA shall notify all affected users of the applicable reporting requirements.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-231. - Prohibited concentrations of certain pollutants and mercury reduction plan.**

(1) Instantaneous Limits. No user shall discharge wastewater such that the concentration of pollutants in any grab sample exceeds any of the following instantaneous maximum limits: Definition refined

Compatible Pollutants

<u>Instantaneous Limit</u>	<u>Parameter</u>
100 mg/l	Fats, oil and grease (FOG)
5.0 S.U. minimum 11.0 S.U. maximum	pH

Existing

Toxic Pollutants

<u>Instantaneous Limit</u>	<u>Parameter</u>
1.0 mg/l	Total cyanides
0.22 mg/l	Available cyanide
1.3 mg/l	Bis(2-ethylhexyl) phthalate
1.0 mg/l	Total phenolic compounds <sup>a</sup>

New parameter

New parameter

<sup>a</sup> The total phenolic compounds limit is based on the discharge of any or all of the following phenolic compounds: 2-chlorophenol, 4-chlorophenol, 2,4-dichlorophenol, 2,4-dimethylphenol, 2,4-dinitrophenol, 2-methylphenol, 3-

methylphenol, 4-methylphenol, 2-nitrophenol, 4-nitrophenol, and phenol. Discharge of other phenolic compounds is prohibited except as specifically authorized by the director.

(2) Daily Maximum Limits for Compatibles. No user shall discharge wastewater such that the concentration of pollutants contained in a representative daily composite sample exceeds any of the following surcharge thresholds, except as permitted by the director and upon payment by that user of the appropriate surcharge fees. No user shall discharge wastewater such that the concentration of pollutants in a representative daily composite sample exceeds any of the following maximum limits unless approved by the director in accordance with this Section:

Definition refined

Compatibles

Readjusted the Maximum Headworks Loading, Limits for surcharge thresholds, Maximum Headworks Loadings remain the same. Established from the 2015 Study

	<u>Surcharge Threshold</u>	<u>Maximum Limit</u>	<u>Parameter</u>
Previously 300 mg/l	350 mg/l	1,000 mg/l	5-day BOD (biochemical oxygen demand) <sup>a</sup>
	350 mg/l	2,500 mg/l	Total SS (suspended solids)
Previously 15 mg/l	20 mg/l	60 mg/l	Previously 75 mg/l Total phosphorus
Previously 30 mg/l	50 mg/l	175 mg/l	Previously 700 mg/l Ammonia-nitrogen <sup>b</sup>

<sup>a</sup>At the director's discretion, 5-day BOD may be replaced by COD (chemical oxygen demand) with 700 mg/l surcharge threshold and 2,000 mg/l upper limit.

<sup>b</sup>At the director's discretion, ammonia-nitrogen may be replaced by TKN (total Kjeldahl nitrogen) with 50 mg/l surcharge threshold and 175 mg/l maximum limit.

(3) Daily Maximum Limits for Toxics. No user shall discharge wastewater such that the concentration of pollutants contained in a representative daily composite sample exceeds the following maximum limits:

Inorganic Toxics

	<u>Maximum Limit</u>	<u>Parameter</u>
New Lower Limit	0.24 mg/l	Arsenic
	0.002 mg/l	Beryllium
	0.5 mg/l	Cadmium
	4.0 mg/l	Chromium (total)
	3.0 mg/l	Copper
	0.3 mg/l	Lead
	Nondetectable <sup>a</sup>	Mercury
New Lower Limit	2.6 mg/l	Nickel
New Lower Limit	0.084 mg/l	Silver
	3.0 mg/l	Zinc

<sup>a</sup> See mercury requirements of this Section

**Organic Toxics**

<u>Maximum Limit</u>	<u>Parameter</u>
Nondetectable <sup>a</sup>	Polychlorinated Biphenyls ("PCBs")

<sup>a</sup> There shall be no detectable amounts of polychlorinated biphenyls discharged to a City or YCUA sanitary sewer. Polychlorinated biphenyls sampling procedures preservation and handling, and analytical protocol for compliance monitoring shall be in accordance with EPA Method 608. The level of detection, developed in accordance with the procedure specified in 40 CFR 136, shall not exceed 0.2 ug/L for polychlorinated biphenyls, unless higher levels are appropriate due to matrix interference.

**PFAS Compounds**

New Emerging containments, YCUA NPDES Permit required parameters, limits established from 2023 Study.

<u>Maximum Limit</u>	<u>Parameter</u>
170 ng/l	Perfluorooctane Sulfonic acid (PFOS)
2600 ng/l	Perfluorooctanoic acid (PFOA)
13,000,000 ng/l	Perfluorobutanesulfonic acid (PFBS)
580 ng/l	Perfluorononanoic acid (PFNA)
4,100 ng/l	Perfluorohexanesulfonia acid (PFHxS)

- (4) Special Alternative Limits ("SALs"). For a user's discharge that would otherwise be prohibited by limits contained in this section, the director at the director's discretion grant a specific SAL to that user. All SALs are subject to the following conditions:
- (a) SALs will only be issued by the director under a wastewater discharge permit or administrative order.
  - (b) SALs may be modified or terminated by the director for any reason.
  - (c) SALs do not convey any property rights or privilege of any kind whatsoever, nor shall it be construed to authorize any injury to private or public property or any invasion of personal rights, nor any violation of local, state, or federal laws or regulations.
  - (d) SALs will be limited to the following surchargeable compatible pollutants: 5-day BOD, TSS, total phosphorus, and ammonia nitrogen (or TKN).
  - (e) SALs will be developed and monitored by the YCUA industrial pretreatment program in accordance with this article and procedures approved by EGLE, including but not limited to the following:
    - i. The pollutant mass allocated to domestic users, nondomestic users, permitted industrial users, permitted industrial users with SALs, septage received by the POTW, and any other trucked waste received by the POTW shall not exceed any of the following maximum allowable headworks loadings ("MAHL") in the aggregate:

New method of allocating surcharge limits for compatible pollutants - including procedures and limits.

**Compatible Pollutants**

<b>MAHL</b>	<b>Parameter</b>
74,700 lb/day	5-day BOD
85,400 lb/day	Total SS
1,900 lb/day	Total phosphorus
9,400 lb/day	Ammonia-nitrogen

- ii. The pollutant mass allocated to permitted industrial users, permitted industrial users with SALs, septage received by the POTW, and any other trucked waste received by the POTW shall not exceed any of the following maximum allowable industrial loadings ("MAIL") in the aggregate:

**Compatible Pollutants**

<b>MAIL</b>	<b>Parameter</b>
33,900 lb/day	5-day BOD
49,600 lb/day	Total SS
803 lb/day	Total phosphorus
3,570 lb/day	Ammonia-nitrogen

- iii. The discharge concentration-equivalent of a SAL shall not exceed any collection system limitations applicable to that pollutant.
  - iv. SALs may be more restrictive than applicable federal categorical standards, but not less restrictive.
- (f) Wastewater discharge permits containing a SAL shall include, but are not limited to, the following additional requirements:
- i. Flow proportional composite sampling, except where the director authorizes the use of time proportional composite sampling *in lieu* of flow proportional sampling.
  - ii. Reporting of each SAL-regulated pollutant sample shall include concentration, applicable flow volume, and calculated discharge mass;
  - iii. Payment of corresponding extra strength surcharges in accordance with the YCUA policy on surcharging for SAL-regulated pollutants; and
  - iv. Acknowledge in writing that, as a condition of a SAL, the director may modify or terminate the SAL at director's discretion for any reason.
- (5) The director shall annually review the wastewater quality of pollutants listed above which are discharged or proposed to be discharged to the sewage works. The director shall recommend any revisions to these limits necessary to ensure that the NPDES permit, Federal Pretreatment Standards

and water resources limits are met and to ensure that the industrial discharge will not interfere with the treatment process or sludge disposal. At such time as the previously cited limits are changed by the City or the YCUA, the unit authorizing such change shall notify the remaining units of such change.

- (6) The local discharge limitation for mercury is established at the level of detection in accordance with the following:
- (a) There shall be no detectable amounts of mercury discharged to a City or the YCUA sanitary sewer. Mercury sampling procedures, preservation and handling, and analytical protocol for compliance monitoring shall be in accordance with EPA Method 245.1. The level of detection, developed in accordance with the procedure specified in 40 CFR 136 as amended, shall not exceed 0.2 ug/L for mercury, unless higher levels are appropriate due to matrix interference.
  - (b) The evaluation of potential matrix interference(s) shall include, at a minimum, the following:
    - i. A demonstration that the laboratory conducting the analysis is capable of achieving the level of detection of 0.2 ug/L in reagent water;
    - ii. A demonstration that the level of detection of 0.2 ug/L cannot be achieved in the effluent; and
    - iii. A demonstration that an attempt has been made to resolve the matrix interference(s).
  - (c) In cases where true matrix interference(s) can be demonstrated, a discharge-specific level of detection will be developed in accordance with the procedure in 40 CFR 136 as amended. Discharge specific levels of detection will be incorporated into the wastewater discharge permit of the nondomestic user.
  - (d) To ensure that the maximum allowable mercury loading to the POTW is not exceeded, the YCUA may require any nondomestic user with a reasonable potential to discharge mercury to develop, submit for approval and implement a mercury reduction plan (MRP). The MRP may be required by wastewater discharge permit if the nondomestic user has not violated the local limit for mercury, but YCUA has determined that a reasonable potential for such violation may exist. MRPs may be required in notices of violations, orders or other enforcement actions when the nondomestic user has violated the mercury local limit. At a minimum, an approvable MRP shall contain the following:
    - i. A written commitment by the nondomestic user to reduce all nondomestic discharges of mercury to levels below the level of detection within three years of the MRP's original approval date;
    - ii. Within 60 days of notification by the YCUA that a MRP is required, the nondomestic user shall supply an initial identification of all potential sources of mercury which could be discharged to the sanitary sewer system;
    - iii. Specific strategies for mercury reduction with reasonable time frames for implementation, capable of ensuring that mercury discharges will be below the specified level of detection within three years;
    - iv. A program for quarterly sampling and analysis of the nondomestic discharge for mercury in accordance with EPA Method 245.1;
    - v. A demonstration of specific, measurable and/or otherwise quantifiable mercury reductions consistent with the goal of reducing mercury discharges below the specified level of detection. Where such reductions cannot be demonstrated through normal effluent monitoring (e.g., mercury discharges are already near level of detection), the demonstration should incorporate the following:
      - a. Internal process monitoring, documenting the results of mercury reduction strategies at sampling locations within the facility (e.g., a program of regular monitoring of sink traps where mercury containing reagents had previously been disposed, but have since been substituted by non-Mercury containing compounds).

- b. Internal and/or effluent sampling utilizing clean and/or ultra-clean sampling and analytical methods as referenced by EPA Federal Register. The results of such monitoring will not be used for compliance purposes unless performed in accordance with EPA Method 245.1 and collected at the appropriate compliance measurement location.
      - c. Loading calculations wherein the nondomestic user calculates the total mass of mercury reduced from the sanitary sewer discharge through reagent substitutions, changes in disposal practices and/or other approved MRP strategies implemented.
    - vi. A semi-annual report on the status of the mercury reduction efforts. At a minimum, these reports shall: Identify compliance or noncompliance with specific reduction commitments in the MRP; summarize the analytical, mass-based or other quantifiable demonstrations of mercury reductions performed to date; provide all applicable analytical data; provide an evaluation of effectiveness of actions taken to date; provide updates to the initial list of mercury containing compounds discharged to the sanitary sewer and propose for approval new strategies and/or modifications to the current MRP to continue and improve mercury reduction efforts; and
    - vii. Any other conditions that the YCUA deems necessary to ensure that mercury-reduction efforts are effective in achieving the goals of this section.
  - (e) Failure to submit an approvable MRP within 30 days of the required due date shall constitute significant noncompliance in accordance with this section and will result in publication as a significant violator.
  - (f) A MRP may be evaluated for adequacy at any time by the YCUA. If such an evaluation determines that the mercury reduction plan is in adequate or the nondomestic user has not complied with its approved MRP, the nondomestic user will be notified. Failure to comply with the MRP requirement constitutes noncompliance. The YCUA will follow its ERP to ensure that corrective actions are taken.
  - (g) A nondomestic user may request a release from MRP requirements if all samples of the discharge for a period of one year are less than the specified level of detection; the nondomestic user has complied with the minimum monitoring frequency of quarterly sampling events; and the YCUA deems that MRP commitments have been fulfilled sufficiently to ensure continued compliance with the mercury limitation. The YCUA shall notify the nondomestic user of any release from MRP requirements in writing.
  - (h) If the MRP requirement is waived by the YCUA, the nondomestic user remains subject to the local limitation for mercury in accordance with the requirements of this article.
  - (i) Rediscovery of mercury in the nondomestic user discharge subjects said user to the submission of a new MRP, or escalation of enforcement in accordance with the ERP.
- (7) Implementation of best management practices or best management practices plan.
- (a) The director may require any user to develop and implement best management practices (BMP) to control, contain, treat, prevent, or reduce the discharge of wastewater, pollutants, or other substances from the user's premises to the POTW, as determined necessary by the director.
  - (b) In addition, the director may require a user to develop and submit a best management practices plan ("BMPP"), including an enforceable implementation schedule, for review and approval by the director. The BMPP shall be submitted within 30 days after notification by the director or as otherwise required by a wastewater discharge permit. The BMPP shall be directed at preventing the entrance of pollutants, directly or indirectly, into the POTW. The BMPP shall be available for inspection at all times at the user's premises. At a minimum, a user's BMPP shall contain all of the following elements, as determined necessary by the director, at a level of detail and in units and terms as determined necessary by the director to adequately evaluate the plan:
    - i. A statement of the purpose and objectives of the plan.

- ii. A description of the strategies, methods, policies and procedures to prevent, minimize or reduce the introduction of pollutants into the user's discharge and to minimize waste generation.
  - iii. A description of the options available to the user to control accidental spillage, leaks and drainage.
  - iv. A description of best available or practicable control technologies available for the user's specific circumstances.
  - v. A detailed facility layout and site diagram showing points of entry into the (POTWs).
  - vi. A description of the waste handling, treatment and discharge disposal facilities, including flow diagrams and process schematics.
  - vii. A description of operating and maintenance processes and procedures.
  - viii. An inventory of raw materials and a list of waste sources, including a list of all chemicals used or stored at the facility.
  - ix. A description of employee training programs, policies and procedures; continuing education programs; and participation.
  - x. A description of the user's documentation, including record keeping and forms.
  - xi. A description of monitoring activities.
  - xii. An information log of facility personnel, organization chart, emergency phone numbers, contact persons and maintenance or service representatives.
  - xiii. A certification by a qualified professional that the plan is adequate to prevent spills, leaks, slug loads, or noncustomary discharges of regulated substances, directly or indirectly, to the POTW.
  - xiv. Such other information, documents or diagrams as required by the director, including, but not limited to, any of the information required under this article, the Act, or State Law.
- (c) The BMPs or BMPP required of a user or approved for a user shall be incorporated in a wastewater discharge permit issued to the user. If the user already has a permit, the existing permit shall be modified to incorporate the BMP requirements. If the user does not currently have a permit, a permit shall be issued for that purpose.
  - (d) The director may require revisions to a user's BMPP if the director determines that the plan contains elements that are inadequate, or as otherwise determined necessary by the director to ensure compliance with applicable requirements of this article, the Act or State Law. Review of a BMPP by the director shall not relieve the user from the responsibility to modify its facility as necessary to comply with this article, the Act or State Law.
  - (e) The user reports to the director must include best management practices compliance information. The user reports must be certified and signed by the user's authorized representative.
  - (f) The user shall retain all documentation associated with best management practices for a period of at least three years from the date of an activity associated with the practices. This period may be extended by the YCUA at any time.
- (8) PFAS Compounds. Any user that has manufactured PFAS Compounds or who previously used, currently uses, or plans to use materials containing PFAS Compounds, any user or system that has a potential to discharge waste or wastewater containing PFAS, may be designated by the director as a potential source subject to the following requirements:
- (a) A user notified of its designation as a potential source shall develop and implement plans for the reduction and elimination of PFAS Compounds. Such plans shall be submitted to the director and are subject to the director's approval. For an existing user, plans shall be submitted within ninety

New PFAS language to control headworks loading of PFAS.

(90) days of the notification. For a new user, plans shall be submitted at least ninety (90) days prior to commencing discharge to the POTW.

(b) The user's PFAS Compound monitoring program shall be in accordance with sample collection methods approved or recommended by EGLE or USEPA, and in accordance with sample analysis methods of 40 CFR Part 136 as amended or as recommended by EGLE.

(c) The user shall specify source reduction, treatment, best management practices (BMPs), and other actions that will be implemented to eliminate PFAS Compounds.

(d) The director may incorporate provisions of the user's PFAS Compound plan into a wastewater discharge permit or administrative order.

(9) Local Initiative Limits. The director may temporarily impose a local initiative limit (LIL) on a user for any pollutant not specifically limited by this Section. A local initiative limit may be concentration or mass. Determination of the LIL may include but not be limited to the acceptable pollutant loading based on the POTW design, treatability of the pollutant at the POTW, potential to cause pass-through or interference at the POTW, current loading of the pollutant to the POTW, specific properties of the pollutant, and other relevant factors deemed appropriate by the YCUA. LILs shall be developed by the YCUA under the industrial pretreatment program and shall be subject to review by EGLE.

Introducing a new definition to give legal authority to evaluate local initiative limits for pollutants not established in the Sewer Use Ordinance.

(Ord. No. 1129, 8-17-2010)

#### **Sec. 106-232. - Sampling, measurements, tests and analyses.**

Sampling and analysis shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 as amended. Where the Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the YCUA or other parties, approved by the EPA.

(Ord. No. 1129, 8-17-2010)

#### **Sec. 106-233. - Surcharge for discharges of unusual strength.**

(a) If the character of the wastewater from any manufacturing or industrial plant or any other building or premises exceeds the limits for compatible pollutants established in section 62-181 or shall be such as to impose any unreasonable burden upon the sewers of the system or upon the sewage works or POTW in excess of a maximum limit prescribed in this article, then an additional charge shall be made over and above the regular rates, or the director shall require that such sewage be treated by the person, firm or corporation responsible for the sewage being emptied into the sewer or the right to empty such sewage shall be denied, if necessary, to protect the system or any part thereof. Surcharges required shall be computed as the weight of excess compatible pollutant in pounds multiplied by the cost per pound specified in the applicable City rate ordinance. The strength of such wastes shall be determined by composite samples taken over a sufficient period of time to insure a representative sample. The cost of sampling and testing shall be borne by the industry or establishment, whether owner or lessee. Tests shall be made by the user, at an independent laboratory, or at the YCUA wastewater treatment plant.

(b) Any wastewater discharged into the sewage works having a compatible pollutant in excess of those prescribed in section 62-181 may be permitted by the director provided payment by the industrial

concern for the full cost of treating such excess constituents in the wastewater is made and acceptance of the waste does not cause violation of EPA guidelines, NPDES requirements, the Act or State Act.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-234. - Special agreements authorized.**

With respect to compatible pollutants only, no statement contained in this article shall be construed as preventing any agreement between the director and any industrial concern whereby an industrial waste of unusual strength or character may be accepted, subject to payment therefore by the industrial concern, provided such agreement shall not violate EPA guidelines or NPDES requirements and provided user charges and surcharges as provided in this article are agreed to in the agreement.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-235. - Dilution of discharge.**

No user shall ever increase the use of process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the national categorical pretreatment standards, alternative discharge limits, or in any other pollutant-specific limitation developed by the YCUA or the state.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-236. - Accidental discharges, slug control plan and secondary containment requirements**

Some wording refined and streamlined

- (a) Where required, a user shall provide protection from accidental discharge of prohibited materials or other substances regulated by this article, the Act or State Act. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner's or user's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the director for review and shall be approved by the director before construction of the facility. All required users shall complete such a program within 90 days of notification by the director. If required by the director a user who commences contribution to the sewage works after the effective date of the ordinance from which this article derives shall not be permitted to introduce pollutants into the system until accidental discharge procedures have been approved by the director. Review and approval of such plans and operating procedures shall not relieve the industrial user from the responsibility to modify the user's facility as necessary to meet the requirements of this article, the Act or State Act. A user shall orally notify the YCUA immediately upon the occurrence of an accidental discharge of any substance prohibited by this article, or any slug loads or spills that may enter the POTW or a surface water of the State, including storm water drains. This notification shall be made by telephone at (734) 484-4600 and include location of discharge, type of waste, concentration and volume, and corrective actions.
- (b) Within five days following an accidental discharge of any substance prohibited by this article, or any slug loads or spills that may enter the POTW, the user shall submit to the director a detailed written report describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the sewage works or POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed by this article, the Act or State Act, or other applicable law. Failure to file a report shall be a separate violation of this article.
- (c) Slug control plan.

- (1) Each significant industrial user shall prepare and implement an individualized slug control plan when in the opinion of the director a slug control is required. Existing significant industrial users that do not have a YCUA-approved slug control plan shall provide an approvable slug control plan to the director within 90 days of being notified by the YCUA that a slug control plan is required. New sources that are significant industrial users shall submit a slug control plan to the director for approval before beginning to discharge. In such cases, slug control requirements shall be included in the user's wastewater discharge permit. Upon written notice from the director, users that are not significant industrial users may also be required to prepare and implement a slug control plan, and the plan shall be submitted to the director for approval as specified in the notice.
  - (2) All slug control plans shall contain at least the following elements:
    - a. A description of discharge practices, including nonroutine batch discharges;
    - b. A description of stored chemicals;
    - c. The procedures for immediately notifying the director of slug discharges, including any discharge that would violate any discharge prohibition, limitation or requirement under this article, and procedures for follow-up written notification within five days of the discharge;
    - d. The procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and measures and equipment for emergency response.
  - (3) If a user has submitted to the director plans or documents pursuant to other requirements of local, state or federal laws and regulations which meet all applicable requirements of the article, the director may in its discretion determine that the user has satisfied the slug plan submission requirements of this section.
  - (4) Significant industrial users must immediately notify the director of any changes at their facilities affecting their slug control plan or spill/slug potential.
- (d) Secondary containment requirements.
- (1) Each user when in the opinion of the director is required must provide and maintain at the user's sole expense secondary spill containment structures (including diking, curbing or other appropriate structures) adequate to protect all floor drains from accidental spills and discharges to the POTW of any pollutants or discharges regulated by this article, the Act or State Law.
    - a. The containment area shall be constructed so that no liquid polluting material can escape from the area by gravity through the building sewers, drains, or otherwise directly or indirectly into the POTW.
    - b. The containment or curbing shall be sufficient to hold not less than ten percent of the total volume of the tanks or containers within the secondary containment structure or provide a capacity of 100 percent of the largest single tank or container within the secondary containment structure, whichever is larger, unless a lesser containment area or alternate control measures are approved in advance by the director.
    - c. The containment structure must accommodate "squirt distance." Containers within the containment structure must be able to be placed sufficiently back from the edge of the structure so if punctured, the resulting leak will be contained.
    - d. The containment structure must be designed or operated to prevent run-on or infiltration, rain or other liquids into the secondary containment system unless the containment system has sufficient excess capacity to contain run-on, infiltration, rain, or other liquids. Excess capacity when such prevention is not provided in the system must be sufficient to contain rain precipitation from a 25-year, 24-hour rainfall event.

- e. The containment structure shall be constructed with chemical-resistant water stops in place at all joints (if any) to be free of cracks or gaps.
  - f. The containment structure shall be designed and installed to completely surround the tank or containers and to cover all surrounding earth likely to come into contact with the waste if released from the tank(s) or containers (i.e., capable of preventing lateral as well as vertical migration of the material).
  - g. All floor drains found within the containment area must be plugged and sealed.
- (2) Spill troughs and sumps within process areas must discharge to appropriate pretreatment tanks.
  - (3) Emergency containment shall also be provided for storage tanks that may be serviced by commercial haulers and for chemical storage areas.
  - (4) Solid pollutants shall be located in security areas designed to prevent the loss of the materials to the POTW.
  - (5) Detailed plans showing facilities and operating procedures to provide the protection required by this article shall be submitted to the director for review and shall be approved by the director before construction. Construction of approved containment for existing sources shall be completed within the time period specified by the director.
  - (6) No new source shall be permitted to discharge to the POTW until emergency containment facilities have been approved and constructed as required by this article.
  - (7) The director may order a user to take interim measures for emergency containment as determined necessary by the director under the circumstances.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-237. - Determination of sewage flow.**

To determine the sewage flow from any establishment, the YCUA may use one of the following methods:

- (1) The amount of water supplied to the premises by the public water system as shown upon the water meter if the premises are metered.
- (2) If the premises are supplied with river water or water from private wells, the amount of water supplied from such sources may be metered at the source or metered at its point of discharge prior to entry into the public sewer.
- (3) If such premises are used for an industrial or commercial purpose of such a nature that the water supplied to the premises cannot be entirely discharged into the sewer system, the estimate of the amount of sewage discharged into the sewer system made by the utilities authority from the water, gas or electric supply, or metered at its point of discharge prior to entry into the public sewer.
- (4) The volume of sewage discharged into the sewer system as determined by measurements and samples taken at a manhole installed by the owner of the property served by the sewer system at owner's own expense in accordance with the terms and conditions of the wastewater discharge permit issued by the YCUA pursuant to this article.
- (5) A figure determined by the YCUA by any combination of the foregoing or by any other equitable method.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-238. - Disposal at sewage treatment plant.**

Waste from industrial sewage disposal systems shall be disposed of at the POTW, or at any other refuse or disposal site approved by the director. No waters or wastes described in section 62-179 shall be disposed of at the POTW.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-239. - Bypass.**

- (a) An industrial user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it is for essential maintenance to ensure efficient operation. If an industrial user knows in advance of the need for bypass, it shall submit prior notice to the director, if possible, at least ten days before the date of the bypass. An industrial user shall submit oral notice of an unanticipated bypass that exceeds applicable pretreatment standards to the director within 24 hours from the time the industrial user becomes aware of the bypass. A written submission shall also be provided within five days of the time the industrial user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass.
- (b) Bypass is prohibited, and the director may take enforcement action against an industrial user for bypass, unless:
  - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
  - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and
  - (3) The industrial user submitted notice as required under this section. The director may approve an anticipated bypass, after considering its adverse effects, if the director determines that it will meet the three conditions listed in this subsection (b).

(Ord. No. 1129, 8-17-2010)

**Sec. 106-240. - Report of violation.**

If the results of any sampling performed by a user indicates that any violation of this article, a wastewater discharge permit, an order issued under this article, the Act or State Act has occurred, the user shall notify the YCUA within 24 hours of becoming aware of the violation and shall repeat the sampling and pollutant analysis and shall submit, in writing, the results of this repeat analysis within 30 days after becoming aware of the violation. A written follow up report shall be filed by the user with the YCUA within 30 days of a user becoming aware of the violation. The report shall specify the following:

- (1) A description of the violation, the cause thereof, and the violation's impact on the user's compliance status.
- (2) Duration of the violation, including exact dates and times of the violation, and if not corrected, the anticipated time the violation is expected to continue.
- (3) All steps taken or intended to be taken to reduce, eliminate and prevent reoccurrence of such a violation.

(Ord. No. 1129, 8-17-2010)

**Sec. 106-241. - Notification of authorities upon discharge of hazardous waste.**

All users shall notify the director, EPA regional waste management division, and EGLE in writing of a discharge to the POTW of a substance that would be a regulated hazardous waste under any federal statute if disposed of otherwise. Such notice shall be given in accordance with 40 CFR 403.12(p) as amended.

(Ord. No. 1129, 8-17-2010)

**Secs. 106-242—106-265. - Reserved.**

## **DIVISION 5. - PRIVATE SEWAGE DISPOSAL**

### **Sec. 106-266. - Authorized under certain conditions.**

Where a public sanitary or combined sewer is not available under the provisions of subsection 62-176(d), the building sewer shall be connected to a private sewage disposal system complying with the requirements of the county health department.

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-267. [Reserved.]**

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-268. [Reserved]**

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-269. - Specifications.**

The type, capacities, location, and layout of a private sewage disposal system shall comply with all requirements of the county health department.

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-270. - Connection with public sewer.**

At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in section 62-204, a direct connection shall be made to the public sewer in compliance with this article and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned and filled with suitable material.

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-271. - Sanitary maintenance required.**

The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the City or the YCUA.

(Ord. No. 1129, 8-17-2010)

### **Sec. 106-272. - Other requirements.**

No statement contained in this article shall be construed to interfere with any additional requirements that may be imposed by the state or county health department or EGLE.

(Ord. No. 1129, 8-17-2010)

### **Secs. 106-273—106-450. - Reserved.**



Resolution No. 2024-254  
November 26, 2024

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

That the public hearing for Ordinance No. 1442 entitled "Adopting a Revised Sewer Use Ordinance, by amending Chapter 106, section 140 through section 450" be officially closed.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:



**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

NOW THEREFORE BE IT RESOLVED, THAT Ordinance No. 1441 entitled "Parks and Arts," amending Chapter 80, sections 1-7, be adopted, upon final reading.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:

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## ORDINANCE NO. 1441

### An Ordinance to Amend Chapter 80, Entitled “Parks and Art”

#### PARKS AND ARTS

##### **Sec. 80-1. Intent.**

The intent of this section is to ~~combine the functions of the Ypsilanti Parks Commission and the Art Commission into one commission named the Ypsilanti Parks and Art Commission~~ describe the powers and duties of the Parks and Art Commission.

##### **Sec. 80-2. Ypsilanti Parks and Art Commission.**

The Ypsilanti Parks and Art Commission Is hereby established.

##### **Sec. 80-3 Advisory.**

The Ypsilanti Parks and Art Commission is strictly advisory. The commission does not have the power to exercise governmental or proprietary authority or perform a governmental or proprietary function and is not subject to the Michigan Open Meetings Act.

##### **Sec. 80-4. Composition.**

The Ypsilanti Parks and Art Commission shall consist of not less than three nor more than 11 members, with no more than three ~~two (2) nonresidents nominated by the mayor or two council members and approved by at least five members of city council, to be appointed in accordance with the City Charter.~~ At no time shall nonresidents be appointed such that they will immediately comprise half or more than half of the seated commissioners. Nonresidents shall be voting members, but shall not be counted for quorum.

##### **Sec. 80-5. Term of office.**

Members shall serve terms of three years. Terms shall be staggered ~~so at least three member terms are rotated each year.~~

##### **Sec. 80-6. By-laws.**

The commission shall set its own by-laws, subject to the approval of city council. By-laws shall include ~~as a minimum of at least three members present to make decisions,~~ provisions for officers, meetings, minutes, posting of minutes, procedure and an annual in-person report to city council. Commission by-laws shall be posted on the city web site.

##### **Sec. 80-7. Purpose and powers.**

~~The commission shall investigate, review, study, examine and explore and debate all areas concerning the parks in the city and art in the city and provide recommendations to city council on parks and art in the city.~~

The Commission shall act as an advisory body addressing the city parks system, public recreation, and art in public spaces in the City of Ypsilanti.

The Commission shall have the powers as outlined:

1. Guide the update of the City of Ypsilanti master plans for parks, recreation and arts, and provide review and comment on other proposed plans and updates for the City..

- 
2. Make recommendations to the City Council regarding all matters pertaining to the parks system, recreation, and artworks within the City.
  3. Study, formulate, and recommend updated standards and general policies on parks infrastructure, public art, art events, and recreation services on city property and advise on the suitability of related City programs, organization, and financial support.
  4. Review publicly proposed projects related to the city parks, recreation, and artwork, including Adopt-A-Park applications.
  5. Assess and inventory the needs in the parks system, recreational opportunities, and park property and make recommendations for improvements to the City Council and for inclusion in planning documents.
  6. Recommend and review public artworks in parks, with capital projects, City property and facilities, and in other public spaces in the City.
  7. Interpret the objectives of the Parks and Arts Commission to the public and report annually to City Council.
  8. Work with public and private partners to expand arts and recreation opportunities.
  9. The commission shall have all the customary powers of an Ypsilanti board or commission to carry out its purpose, but no power to contract, hire or fire or direct any city employee or bind the city without city council approval.



Resolution No. 2024-256  
November 26, 2024

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

THAT the minutes of the October 15, 2024 and November 12, 2024, City Council Meetings be approved.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:



**MINUTES  
SPECIAL COUNCIL MEETING  
6:00 PM - Tuesday, October 15, 2024  
Council Chambers  
One South Huron, Ypsilanti, MI 48197**

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**I. CALL TO ORDER**

Mayor Brown called the meeting to order at 6:04 p.m.

**II. ROLL CALL**

PRESENT at roll call were Mayor Brown, Council Member King, Council Member Tooson, Council Member McLean, Council Member Simmons (arrived 6:07 p.m.), and Council Member Sweet. ABSENT: Mayor Pro-Tem Wilcoxon

**III. PLEDGE OF ALLEGIANCE**

- A. I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.**

**IV. PUBLIC COMMENT (3 MINUTES)**

**V. RESOLUTIONS/MOTIONS/DISCUSSIONS**

- A. Resolution to enter into a Closed Session, pursuant to MCL 15.268 (e), for the purpose of discussing the pending litigation of VTP River Woods LLC and VTP Arbor One LLC v City of Ypsilanti.**

Council Member Sweet moved to enter into a Closed Session, pursuant to MCL 15.268 (e), for the purpose of discussing the pending litigation of VTP River Woods LLC and VTP Arbor One LLC v City of Ypsilanti. as presented. Council Member Tooson seconded the motion.

Yes: (5) Michelle King, Evan Sweet, Roland Tooson, Nicole Brown, Patrick McLean

No: 0 None

Absent: (2) Steve Wilcoxon, Desirae Simmons

Council Entered into a Closed Session at 6:06 p.m and adjourned to the City Hall Conference Room. Council Member Simmons arrived at 6:07 p.m.

- B. Motion to leave the Closed Session.**

Council left the Closed Session at 7:06 p.m. and returned to Council Chambers.

**VI. PUBLIC COMMENT (3 MINUTES)**

**VII. ADJOURNMENT**

Mayor Brown moved directly into the regular Council Meeting.

- A. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.**



**MINUTES  
REGULAR COUNCIL MEETING  
7:00 PM - Tuesday, October 15, 2024  
Council Chambers  
One South Huron, Ypsilanti, MI 48197**

**I. CALL TO ORDER**

Mayor Brown called the meeting to order after ending the Special Meeting.

**II. ROLL CALL**

PRESENT at roll call were Mayor Brown, Council Member King, Council Member Tooson, Council Member McLean, Council Member Simmons, and Council Member Sweet. ABSENT: Mayor Pro-Tem Wilcoxon

**III. PLEDGE OF ALLEGIANCE**

- A. I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.**

**IV. AGENDA APPROVAL**

Council Member Sweet moved to Amend the AGENDA by adding Resolution No. 2024-218 appointing 2 residents to City Commissions. Council Member Tooson seconded the motion.

Yes: (4) Evan Sweet, Roland Tooson, Nicole Brown, Patrick McLean

No: 2 Michelle King, Desirae Simmons

Absent: (1) Steve Wilcoxon

Council Member Simmons moved to Amend the AGENDA by indefinitely postponing Resolution No. 2024-240. Council Member King seconded the motion. The motion failed upon a roll call vote as follows:

Yes: (2) Michelle King, Desirae Simmons

No: 4 Evan Sweet, Roland Tooson, Nicole Brown, Patrick McLean

Absent: (1) Steve Wilcoxon

Council Member Simmons requested to move Resolution No. 2024-240 up on the Agenda to Item A, Section IX. The amended Agenda was approved upon a voice vote.

**V. PRESENTATIONS**

- A. Budget Presentation for end of Fiscal Year 2023/2024**

**VI. RESOLUTIONS/MOTIONS**

- A. Resolution No. 2024-232 Approving and Adopting the Opt Out Option for the medical benefits plan coverage year 01/01/2024 through 12/31/2024 to comply with 2011 Public Act 152.**

Council Member Tooson moved to Approve Resolution No. 2024-232 Approving and Adopting the Opt Out Option for the medical benefits plan coverage year 01/01/2025 through 12/31/2025 to comply with 2011 Public Act 152. Council Member McLean seconded the motion.

Yes: (6) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Nicole Brown, Patrick McLean

No: 0 None

Absent: (1) Steve Wilcoxon

- B. Resolution No. 2024 -233 Approving a one-year contract from January 1, 2024, to December 31, 2024, for Blue Cross Blue Shield and Blue Care Network benefit plans for all eligible participating employees and retirees, and a contract with EHIM to administer the self-funded WRAP and prescription portions of the BCBS Community Blue PPO program and coordinate all benefits and**

**costs with Blue Cross Blue Shield of Michigan.**

Council Member McLean moved to Approve Resolution No. 2024 -233 Approving a one-year contract from January 1, 2025, to December 31, 2025, for Blue Cross Blue Shield and Blue Care Network benefit plans for all eligible participating employees and retirees, and a contract with EHIM to administer the self-funded WRAP and prescription portions of the BCBS Community Blue PPO program and coordinate all benefits and costs with Blue Cross Blue Shield of Michigan. Council Member Sweet seconded the motion.

Yes: (6) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Nicole Brown, Patrick McLean

No: 0 None

Absent: (1) Steve Wilcoxon

**C. Postponed Resolution No. 2024-207 Authorizing the transfer of \$1.2 million from the general fund into the budget stabilization (rainy day) fund.**

Council Member McLean moved to Approve Postponed Resolution No. 2024-207 Authorizing the transfer of \$1.2 million from the general fund into the budget stabilization (rainy day) fund. Council Member Tooson seconded the motion.

Yes: (6) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Nicole Brown, Patrick McLean

No: 0 None

Absent: (1) Steve Wilcoxon

**VII. PUBLIC COMMENT (3 MINUTES)**

3 Members of the public spoke.

A motion was made by Council Member Tooson, seconded by Council Member Sweet to suspend Public Comment due to disruptive behavior. The motion was withdrawn and public comment continued. 32 more members of the public spoke.

A motion was made by Council Member Simmons, seconded by Council Member Sweet, to extend the meeting until midnight. The motion passed upon a voice vote.

The Council took a brief recess at 10:15 p.m.

The Council reconvened at 10:34 p.m.

**VIII. ORDINANCES FIRST READING**

**A. Ordinance No. 1440 - An Ordinance Entitled "An Ordinance to approve a supplemental allocation for Legal Services for Fiscal Year 24-25 and 25-26".**

**Public Hearing Resolution No. 2024-234, close the public hearing.**

**Resolution No. 2024-235, determination.**

This item was removed by the City Manager.

A motion was made by Council Member Tooson, seconded by Council Member Sweet, to remove this item from the Agenda. The motion passed upon a voice vote.

**IX. RESOLUTIONS/MOTIONS/DISCUSSIONS**

**I. Resolution No. 2024-240 Directing the city manager to use all appropriate resources, including police presence, to ensure a safe downtown for all residents, visitors, and business owners; and that these resources shall be used to uphold and respect the civil rights of all residents, visitors, and business owners.**

Council Member McLean moved to Approve Resolution No. 2024-240 and Council Member Tooson seconded the motion.

A motion was made by Council Member Tooson, seconded by Council Member Simmons, to extend the meeting until 1:30 a.m.. The motion passed upon a voice vote.

Council Member Simmons moved to Table Resolution No. 2024-240 Directing the city manager to use all appropriate resources, including police presence, to ensure a safe downtown for all residents, visitors, and business owners; and that these resources shall be used to uphold and respect the civil rights of all residents, visitors, and business owners. Council Member King seconded the motion.

Yes: (6) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Nicole Brown, Patrick McLean  
No: 0 None  
Absent: (1) Steve Wilcoxon

**A. Resolution No. 2024-238 Approving the minutes of the Council Meetings of September 17, October 1, and October 4, 2024.**

Council Member Sweet moved to Approve Resolution No. 2024-236 (NOTE: Resolution No. was incorrect on agenda) Approving the minutes of the Council Meetings of September 17, October 1, and October 4, 2024. as presented. Council Member Tooson seconded the motion.

Yes: (6) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Nicole Brown, Patrick McLean  
No: 0 None  
Absent: (1) Steve Wilcoxon

**B. Postponed Resolution No. 2024-219 Approving a new 2024 Intergovernmental Agreement between the City and the DDA, which will replace the 2016 Agreement.**

Council Member Sweet moved to Approve Postponed Resolution No. 2024-219 Approving a new 2024 Intergovernmental Agreement between the City and the DDA, which will replace the 2016 Agreement. Council Member King seconded the motion.

Yes: (6) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Nicole Brown, Patrick McLean  
No: 0 None  
Absent: (1) Steve Wilcoxon

**C. Postponed Resolution No. 2024-224 Approving an 18-month extension of the janitorial contract with RNA Facilities Management of Ann Arbor with a 3% increase in cost.**

Council Member Simmons moved to Approve Postponed Resolution No. 2024-224 Approving an 18-month extension of the janitorial contract with RNA Facilities Management of Ann Arbor with a 3% increase in cost. Council Member Sweet seconded the motion.

Yes: (6) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Nicole Brown, Patrick McLean  
No: 0 None  
Absent: (1) Steve Wilcoxon

**D. Postponed Resolution No. 2024-225 Approving a service agreement with Stevens Disposal, current City contractor, to provide roll-off dumpster service to the Department of Public Works.**

Council Member Simmons moved to Approve Postponed Resolution No. 2024-225 Approving a service agreement with Stevens Disposal, current City contractor, to provide roll-off dumpster service to the Department of Public Works. Council Member Sweet seconded the motion.

Yes: (6) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Nicole Brown, Patrick McLean  
No: 0 None  
Absent: (1) Steve Wilcoxon

**E. Postponed Resolution No. 2024-228 requesting that the Michigan Attorney General issue an opinion on whether the Police Budget ballot initiative may appear on a ballot, and also requesting that the Washtenaw County Clerk reject the ballot initiative and prohibit it from appearing on any ballot based on lack of clarity and/or lack of chronological coherence.**

This item was withdrawn by Council Member McLean.

**F. Resolution No. 2024-237 Approving the agreement between the City of Ypsilanti and Recycle Ann Arbor to have Recycle Ann Arbor provide processing and materials marketing services for the City; also authorizing the City Manager to sign the contract documents and any change orders, subject to approval by the City Attorney, to complete the authorization of this contract.**

Council Member Sweet moved to Amend Resolution No. 2024-237 by choosing the Flat Rate for this contract. Council Member Simmons seconded the motion.

Yes: (6) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Nicole Brown, Patrick McLean  
No: 0 None

Absent: (1) Steve Wilcoxon

Council Member King moved to Approve Resolution No. 2024-237 Approving the agreement between the City of Ypsilanti and Recycle Ann Arbor to have Recycle Ann Arbor provide processing and materials marketing services for the City; also authorizing the City Manager to sign the contract documents and any change orders, subject to approval by the City Attorney, to complete the authorization of this contract, as amended. Council Member Sweet seconded the motion.

Yes: (6) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Nicole Brown, Patrick McLean

No: 0 None

Absent: (1) Steve Wilcoxon

**G. Resolution 2024-238 Approving the proposed modification to Section 5 of the membership agreement with WRRMA, to explore the possibility of issuing a joint RFP for solid waste collection and binding the City to that contract.**

Council Member King moved to Approve Resolution 2024-238 Approving the proposed modification to Section 5 of the membership agreement with WRRMA, to explore the possibility of issuing a joint RFP for solid waste collection and binding the City to that contract. as presented. Council Member Sweet seconded the motion.

Yes: (6) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Nicole Brown, Patrick McLean

No: 0 None

Absent: (1) Steve Wilcoxon

**H. Resolution No. 2024-239 Accepting the State of Michigan \$3,000,000 grant and certifying that not less than \$1,000,000 of the grant funds will be used for the Frog Island Parking Lot infrastructure improvements and the remainder be used for the Department of Public Works infrastructure improvements.**

Council Member Tooson moved to Approve Resolution No. 2024-239 Accepting the State of Michigan \$3,000,000 grant and certifying that not less than \$1,000,000 of the grant funds will be used for the Frog Island Parking Lot infrastructure improvements and the remainder be used for the Department of Public Works infrastructure improvements. Council Member King seconded the motion.

Yes: (6) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Nicole Brown, Patrick McLean

No: 0 None

Absent: (1) Steve Wilcoxon

Council Member Sweet moved to Approve Resolution No. 2024-218 appointing 2 residents to certain Boards and Commissions. Council Member Tooson seconded the motion.

Council Member Simmons moved to separate the two appointments. Council Member King seconded the motion. The motion to separate passed upon a roll call vote as follows:

Yes: (4) Michelle King, Evan Sweet, Desirae Simmons, Nicole Brown,

No: (2) Roland Tooson; Patrick McLean

Absent: (1) Steve Wilcoxon

Council Member Sweet moved to Approve the appointment of Colleen Kennedy to the Downtown Development Authority with a term ending July 1, 2028. Council Member Tooson seconded the motion.

Yes: (6) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Nicole Brown, Patrick McLean

No: 0 None

Absent: (1) Steve Wilcoxon

Council Member Sweet moved to Approve the appointment of Alexander Munro to the Police Advisory Commission with a term ending February 1, 2028. Council Member Tooson seconded the motion.

Yes: (4) Evan Sweet, Roland Tooson, Nicole Brown, Patrick McLean

No: (2) Michelle King, Desirae Simmons

Absent: (1) Steve Wilcoxon

**X. BOARD AND COMMISSION - LIAISON REPORTS**

**A. Police Advisory Commission**

**B. Human Relations Commission**

Council Member King reported that the next meeting is Thursday at 6 p.m. and kudos to Council Member Tooson for doing a good job keeping track of Wards with YPAC appointments.

**C. Parks and Arts Commission**

Council Member Sweet reported that River Days was a great success and the next meeting is Monday.

**D. Sustainability Commission**

Council Member Simmons reported that there was not a quorum, so the last meeting was not held.

**E. Historic District Commission**

Council Member McLean reported that the commission has three applications (River, Maple and Michigan Ave) and working through the issues.

**F. Planning Commission**

No report.

**G. Zoning Board of Appeals**

No report.

**XI. LIAISON REPORTS**

**A. SEMCOG Update**

No report.

**B. Washtenaw Area Transportation Study**

Council Member Simmons reported that there was no meeting this month, but they will be hosting 2 open houses for feedback. One will be on Oct. 17th at the Library.

**C. Urban County**

No report. The next meeting is in November.

**D. Ypsilanti Downtown Development Authority**

The Mayor reported that the Council has passed the IGA, which was a long time coming. There will be a Trick or Treat event at Depot Town.

**E. Friends of Rutherford Pool**

No report.

**XII. COUNCIL PROPOSED BUSINESS**

**Council Member King -**

- Question about Police losing officers? City Manager indicated he was only aware of 1 recruit who has resigned.
- Any update on speed bumps on Monroe? DPS Director Wessler stated it was discussed in the past, but no action had been taken.
- Still asking for Police Chief to attend Neighborhood Association meeting.

**Council Member Simmons -**

- Noted that AI is a hot topic and cautioned of environmental deterioration.
- The Fair Housing Center held their annual breakfast and have a toolkit available for municipalities.
- The Prospect Park Basketball Court needs attention.
- Suggesting a policy be created for protesters.

**Council Member Sweet -**

- There was a Luna Lake Garden clean up on the 6th with a large group and many thanks to DPS Director Wessler for her assistance.

**Council Member McLean -**

- Discussed tree issues.

**Council Member Tooson -**

- There will be a Downtown Clean up this Saturday, from 9am - noon.
- There will be a Trunk or Treat at Parkrdige Community Center on Oct. 26th from 3pm to 6pm.

**XIII. COMMUNICATIONS FROM THE MAYOR**

Mayor Brown thanked Council Member Sweet for his service to the Council and the City.

**XIV. COMMUNICATIONS FROM THE CITY MANAGER**

City Manager Hellenga discussed an Organizational Meeting, and the Council set two, November 11th and November 18th.

**XV. COMMUNICATIONS**

**XVI. PUBLIC COMMENT (3 MINUTES)**

**XVII. REMARKS FROM THE MAYOR**

**XVIII. ADJOURNMENT**

**A. Resolution No. 2024-241, adjourning the City Council Meeting.**

**B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.**



**MINUTES  
REGULAR COUNCIL MEETING  
7:00 PM - Tuesday, November 12, 2024  
Council Chambers  
One South Huron, Ypsilanti, MI 48197**

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**I. CALL TO ORDER**

Mayor Brown called the meeting to order at 7 p.m.

**II. ROLL CALL**

PRESENT at roll call were Mayor Brown, Mayor Pro-Tem Wilcoxon, Council Member King, Council Member McLean, Council Member Simmons, and Council Member Sweet. ABSENT: Council Member Tooson

**III. PLEDGE OF ALLEGIANCE**

- A. I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.**

**IV. AGENDA APPROVAL**

Council Member McLean moved to Approve the AGENDA as presented. Council Member Sweet seconded the motion.

Council Member McLean requested to move Resolution No. 2024-246 up to the Presentation section. Council Member Simmons requested Resolution No. 2024-245 approving the minutes be postponed due to the minutes not being included in the packet.

Motion to approve the Agenda, as amended, passed upon a voice vote.

Council Member Sweet moved to excuse Council Member Tooson. Council Member McLean seconded the motion and the motion passed upon a voice vote.

**V. PUBLIC COMMENT (3 MINUTES)**

8 Members of the public spoke.

**VI. PRESENTATIONS**

- A. Proclamation honoring Jane Schmiedeke.**
- B. FedUp Ministries update and report, per agreement with the City of Ypsilanti.**
- C. WATER STREET PCB Site Characterization and Cleanup Plan Update.**

**C. Resolution No. 2024-246 honoring the First United Methodist Church of Ypsilanti on its Bicentennial Anniversary.**

Council Member McLean moved to Approve Resolution No. 2024-246 honoring the First United Methodist Church of Ypsilanti on its Bicentennial Anniversary. Council Member Sweet seconded the motion.

Yes: (6) Michelle King, Evan Sweet, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (1) Roland Tooson

**VII. ORDINANCES FIRST READING**

- A. Ordinance No. 1441 - An Ordinance to Amend Chapter 80, Entitled "Parks and Arts" of the Code of Ordinances.  
Public Hearing Resolution No. 2024-242, close the public hearing.  
Resolution No. 2024-243, determination.**

Council Member Sweet moved to Approve Ordinance No. 1441 - An Ordinance to Amend Chapter 80, Entitled "Parks and Arts" of the Code of Ordinances. Mayor Pro-Tem Wilcoxon seconded the motion.

Mayor Pro Tem Wilcoxon moved to Amend Ordinance No. 1441 by amending Section 80-4 to add the wording "and non-residents shall make up not more than 20% of the members". Council Member Simmons seconded the motion. Discussion ensued and Director Wessler will bring slight changes to the Ordinance at the Second Reading. Wilcoxon and Simmons withdrew their motion.

Public Hearing Resolution No. 2024-242, close the public hearing.

Resolution No. 2024-243, determination.

Yes: (6) Michelle King, Evan Sweet, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (1) Roland Tooson

## VIII. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. PUBLIC HEARING to allow for public comment regarding the USEPA Clean Up Grant Application.  
Resolution No. 2024-244, close the public hearing.**

Mayor Brown opened the Public Hearing to allow for public comment regarding the USEPA Clean Up Grant Application.

Council Member Sweet moved to Approve Resolution No. 2024-244 to close the Public Hearing. Mayor Pro Tem Wilcoxon seconded the motion. The motion passed upon a voice vote.

- B. Resolution No. 2024-245 Approving the minutes of the Regular and Special Council Meetings of October 15, 2024.**

This item was postponed to the next Council Meeting.

- D. Resolution No. 2024-247 Approving the contract for legal services with Conlin, McKenny, and Philbrick, P.C. and of Randolph T Barker as City Attorney, and Allen J. Philbrick, W. Daniel Troyka, Stephen K. Postema, Marjorie M Dixon, and John M. Barr as Assistant City Attorneys, and Randolph T Barker as FOIA Coordinator and Jennifer Healy as Deputy FOIA Coordinator.**

Mayor Pro-Tem Wilcoxon moved to Approve Resolution No. 2024-247 Approving the contract for legal services with Conlin, McKenny, and Philbrick, P.C. and of Randolph T Barker as City Attorney, and Allen J. Philbrick, W. Daniel Troyka, Stephen K. Postema, Marjorie M Dixon, and John M. Barr as Assistant City Attorneys, and Randolph T Barker as FOIA Coordinator and Jennifer Merritt as Deputy FOIA Coordinator. as presented. Council Member McLean seconded the motion.

Yes: (6) Michelle King, Evan Sweet, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (1) Roland Tooson

- E. Resolution No. 2024-248 Approving the Memorandum of Understanding with the Shelter Association of Washtenaw County to support the warming center at the Freighthouse.**

Council Member Simmons moved to Approve Resolution No. 2024-248 Approving the Memorandum of Understanding with the Shelter Association of Washtenaw County to support the warming center at the Freighthouse. Council Member King seconded the motion.

Yes: (6) Michelle King, Evan Sweet, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: 0 None

Absent: (1) Roland Tooson

- F. Resolution No. 2024-249 Approving the Memorandum of Understanding with the Shelter Association of Washtenaw County, the City of Ypsilanti, and St. Luke's Episcopal Church.**

Council Member King moved to Approve Resolution No. 2024-249 Approving the Memorandum of Understanding with the Shelter Association of Washtenaw County, the City of Ypsilanti, and St. Luke’s Episcopal Church. Council Member McLean seconded the motion.

Yes: (6) Michelle King, Evan Sweet, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean  
No: 0 None  
Absent: (1) Roland Tooson

**G. Resolution No. 2024-250 Approving the updated Memorandum of Understanding with Growing Hope for their Farmers Market.**

Council Member Simmons moved to Approve Resolution No. 2024-250 Approving the updated Memorandum of Understanding with Growing Hope for their Farmers Market. Council Member King seconded the motion.

Yes: (6) Michelle King, Evan Sweet, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean  
No: 0 None  
Absent: (1) Roland Tooson

**I. Resolution No. 2024-252 Approving vehicle purchases for DPW in the total amount of \$524,598 to be expended from the appropriate motorpool capital accounts, with any change orders to be approved by the City Manager.**

Council Member King moved to Approve Resolution No. 2024-251 Approving vehicle purchases for DPW in the total amount of \$524,598 to be expended from the appropriate motorpool capital accounts, with any change orders to be approved by the City Manager. Mayor Pro-Tem Wilcoxon seconded the motion.

Yes: (6) Michelle King, Evan Sweet, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean  
No: 0 None  
Absent: (1) Roland Tooson

Council Member King moved to Extend the meeting until Midnight. Mayor Pro Tem Wilcoxon seconded the motion. The motion passed upon a voice vote.

**H. Resolution No. 2024-251 Approving changes to the Fee Schedule for the Department of Public Works, as presented.**

Council Member Sweet moved to Approve Resolution No. 2024-252 Approving changes to the Fee Schedule for the Department of Public Works, as presented. Mayor Pro-Tem Wilcoxon seconded the motion.

Yes: (6) Michelle King, Evan Sweet, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean  
No: 0 None  
Absent: (1) Roland Tooson

**J. Discussion Regarding Conflict Resolution and a Commitment to Conflict Resolution.**

**K. Discussion Regarding the City Council Organizational Meeting.**

The Organizational Meeting was rescheduled to be part of the next regular Council Meeting on November 26, 2024, starting at 6:30 p.m.

**L. Discussion Regarding Youth Mini Grants.**

**IX. BOARD AND COMMISSION - LIAISON REPORTS**

**A. Police Advisory Commission**

No report.

**B. Human Relations Commission**

Council Member King reported the next meeting is this Thursday at 6 p.m.

**C. Parks and Arts Commission**

Council Member Sweet reported the next meeting is on November 18th.

**D. Sustainability Commission**

Council Member Simmons reported that they recently held a meeting and discussed how their plans for an Earth Day celebration are changing and what they want that to look like. More information to come.

**E. Historic District Commission**

Council Member McLean reported that there was a meeting tonight.

**F. Planning Commission**

Mayor Pro Tem Wilcoxon was not able to attend the last meeting.

**G. Zoning Board of Appeals**

Mayor Pro Tem Wilcoxon was not able to attend the last meeting.

**X. LIAISON REPORTS**

**A. SEMCOG Update**

No report.

**B. Washtenaw Area Transportation Study**

No report.

**C. Urban County**

Mayor Brown reported there is a meeting coming up.

**D. Ypsilanti Downtown Development Authority**

Mayor Brown reported that there is a meeting next week.

**E. Friends of Rutherford Pool**

Mayor Pro Tem Wilcoxon reported that the last meeting was cancelled.

**XI. COUNCIL PROPOSED BUSINESS**

**Council Member King -**

- Residents have been complaining about graffiti on walls on Madison and Jefferson - can that please be addressed?
- Requesting an update on the Patient Station

**Council Member Simmons -**

- Sharing resources with fellow Council Members regarding Finding You Way - A Roadmap to Social Services and Resources in Washtenaw County and a Harm Reduction Presentation on Opioid Crisis.
- Met with residents who had concerns over enforcement.

**Mayor Pro Tem Wilcoxon -**

- Concerns regarding a house at Roosevelt and Cornell that has had sewer work done - there is a large gap and who's responsible for that. Director Wessler reported that the contractor has not finished that work and she will look into the matter.
- The gas station on Washtenaw posted they are now open 24 hours and residents are concerned that the area is not zoned for that.
- There was an inquiry about parking on Ownedale, but the issue is resolved. However, the service station on the corner has issues.

**Council Member Sweet -**

- Acknowledged that this is his last meeting and thanked everyone for allowing him to serve, having appointed him to fill Annie Summerville's term. Council Member Sweet also offered congratulations and the best of luck to incumbent Amber Fellows and the entire Council body.

**Council Member McLean -**

- Last Wednesday was the 2nd meeting around Community and it was a really good start. Thank you to the Mayor, Police Chief and City Manager for participating.
- Commend Council Member Sweet on his service to the Council, the City and the community.

**XII. COMMUNICATIONS FROM THE MAYOR**

- The Community Chats are going well and we will continue them!
- Thanking Council Member Sweet for all his work and commending him on being such an avid supporter of the community.

**XIII. COMMUNICATIONS FROM THE CITY MANAGER**

- The Community Chats have been very positive. The next two include Dec. 18th at 6 p.m. for Ward 1 and December 19th at 8:30 a.m. for Businesses at the DDA meeting.
- City Manager Hellenga has completed an Assests Management Course.
- In discussions with Ypsi Township to partner in a potential Shine Program.
- The staff will be meeting with OHM to discuss the DPS facility.

**XIV. COMMUNICATIONS**

- A. A Summary of Activities and a Draft Budget from the Washtenaw Regional Resource Management Authority (WRRMA).**

**XV. PUBLIC COMMENT (3 MINUTES)**

**XVI. REMARKS FROM THE MAYOR**

**XVII. ADJOURNMENT**

- A. Resolution No. 2023-, adjourning the City Council Meeting.**  
Mayor Brown adjourned the meeting at 10:44 p.m.
- B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.**



Resolution No. 2024-257  
November 26, 2024

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

That the Ypsilanti City Council adopts "ROBERT'S RULES OF ORDER, 12<sup>TH</sup> EDITION" as the official rules of order for procedure of the Ypsilanti City Council meetings. Failure to exactly follow the procedural rules shall not invalidate Council action otherwise legal.

For the purpose of Council rules, each separate meeting of City Council shall constitute a "session" as that term is used in Robert's Rules of Order.

Any meeting of City Council, that is not a regularly scheduled meeting, including Closed Sessions, shall be considered a Special Meeting

A motion for reconsideration of a motion may be made and considered at the same session or in the next immediate session.

A motion may be amended by a "friendly amendment" if both the member making the motion and the member supporting (seconding) the motion agree.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:



**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

That regular Council meetings shall be held on the first and third Tuesdays of the month. When a Council meeting falls on a holiday or an Election Day, the next Tuesday after said holiday or Election Day will be the meeting day for the regular meeting, except when Council designates another day. Such a change will be given public notice.

Further, that all regular meetings of the Ypsilanti City Council shall be held at 7:00\_p.m. in the City Council Chambers, located at One South Huron Street, except when the Council designates another time and location. Such a change will be given public notice.

Further, that all Council meetings end by 10:00 p.m., unless Council agrees by majority vote to extend the deadline.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:



**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

The Ypsilanti City Council will hold Regular Meetings at 7:00 p.m. in the City Council Chambers, located at One South Huron Street, Ypsilanti, Michigan 48197, for the year 2025 on the following dates:

- |             |              |
|-------------|--------------|
| January 7   | July 1       |
| January 21  | July 15      |
| February 4  | August 12    |
| February 18 | August 26    |
| March 4     | September 9  |
| March 18    | September 23 |
| April 1     | October 7    |
| April 15    | October 21   |
| May 6       | November 11  |
| May 20      | November 25  |
| June 3      |              |
| June 17     | December 16  |

The City of Ypsilanti encourages persons with disabilities to participate and will provide necessary reasonable auxiliary aids and services, such as signed for the hearing impaired, Limited English Proficiency (LEP) services, and audios of printed materials being considered at the meeting to individuals with disabilities upon two (2) days notice to the City. Individuals with disabilities requiring auxiliary aids or services should contact the City by writing or calling the following:

City Clerk's Office  
One South Huron Street  
Ypsilanti, Michigan 48197-5420  
(734) 483-1100

All persons are welcome to attend. Additional information may be obtained at the City Clerk's Office and written comments may be sent to the City Clerk's Office at the above listed address.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:

# 2025

HOLIDAYS

MEETINGS

## JANUARY

Mo	Tu	We	Th	Fr	Sa	Su
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## FEBRUARY

Mo	Tu	We	Th	Fr	Sa	Su
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

## MARCH

Mo	Tu	We	Th	Fr	Sa	Su
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## APRIL

Mo	Tu	We	Th	Fr	Sa	Su
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## MAY

Mo	Tu	We	Th	Fr	Sa	Su
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## JUNE

Mo	Tu	We	Th	Fr	Sa	Su
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## JULY

Mo	Tu	We	Th	Fr	Sa	Su
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## AUGUST

Mo	Tu	We	Th	Fr	Sa	Su
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## SEPTEMBER

Mo	Tu	We	Th	Fr	Sa	Su
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## OCTOBER

Mo	Tu	We	Th	Fr	Sa	Su
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## NOVEMBER

Mo	Tu	We	Th	Fr	Sa	Su
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## DECEMBER

Mo	Tu	We	Th	Fr	Sa	Su
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				



## CITY OF YPSILANTI PUBLIC NOTICE

City of Ypsilanti public and administrative offices will be closed on the following dates in 2025:

<b>January 1</b>	<b>New Year's Day</b>
<b>January 20</b>	<b>Martin Luther King, Jr. Day</b>
<b>April 18</b>	<b>Good Friday</b>
<b>May 26</b>	<b>Memorial Day</b>
<b>June 19</b>	<b>Juneteenth</b>
<b>July 4</b>	<b>Independence Day</b>
<b>September 1</b>	<b>Labor Day</b>
<b>November 27</b>	<b>Thanksgiving Day</b>
<b>November 28</b>	<b>Day after Thanksgiving</b>
<b>December 24</b>	<b>Christmas Eve</b>
<b>December 25</b>	<b>Christmas Day</b>
<b>December 26, 29, 30</b>	<b>Winter Administrative Closure</b>
<b>December 31</b>	<b>New Year's Eve</b>

Andrew Hellenga  
City Manager



Resolution No. 2024-260  
November 26, 2024

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

That ***Washtenaw County Legal News*** be designated as the official newspaper of the City of Ypsilanti, for placement of all required publication notices and display advertisements.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:



Resolution No. 2024-261  
November 26, 2024

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

That the procedure for transaction of business shall be that business raised by at least one Council Member, supported by a second Council Member, under Council Proposed Business be referred to the next regular meeting for transaction. This procedure may be waived by the consent of two-thirds (2/3) vote of Council.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:



**RESOLVED**, by the Ypsilanti City Council that the **Council Protocol for City Staff** shall be as follows:

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City staff, who analyze problems and issues, make recommendations, implement and administer the Council’s policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

**Conduct Toward Staff**

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

**Channels of Communication**

Questions of City staff and/or requests for additional background information should be directed only to the City Manager, Assistant City Manager, City Attorney, City Clerk, or Department Heads. The City Manager should be copied on any request to Department Heads. Council Members should not set up meetings with department staff directly, but work through Department Heads, who will attend any meetings with Council Members. When in doubt about what staff contact is appropriate, Council Members should ask the City Manager for direction.

**Equal Access to Information**

Materials and information supplied to a Council Member in response to a request will be made available to all members of the Council so that all have equal access to information. The City Manager should ensure that such access is provided when appropriate.

**Public Criticism of Employees**

Council should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee’s manager. Comments about staff performance should only be made to the City Manager through private correspondence or conversation.

**Involvement in Administrative Functions**

Do not get involved in administrative functions. Council Members must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

**Attendance at Staff Meetings**

Do not attend staff meetings unless requested by staff. Even if the Council Member does not say anything, the Council Member’s presence may imply support, show partiality, intimidate staff, or hampers staff’s ability to do its job objectively.

**Requests for staff support.**

It shall require two members of Council to request staff support through the City Manager, who is responsible for allocating City resources in order to maintain a professional, well-run City government. It is up to the City Manager to ensure that staff resources are allocated in accordance with overall Council priorities. Research or preparation of material by the City Attorney may be requested directly by the Mayor, or two Council Members.

**Response to Citizen Complaints**

Depend upon the staff to respond to citizen complaints and concerns. It is the role of Council Members to pass on concerns and complaints on behalf of their constituents. It is not, however, appropriate to pressure staff to solve a problem in a particular way. Refer citizen complaints to the City Manager, who will follow up with appropriate staff. The staff should respond to all approved requests for information in an agreed upon timeframe. It is appropriate for Council Members to follow up with the Manager to determine how the concerns were resolved.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:        VOTE:



**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

**That City Council adopts the following City Council Boards and Commission Appointment Procedure:**

**NOTICE**

That the City Clerk shall provide the City Council, monthly, a report consisting of all council appointees, their address and contact information, the committee or commission appointed to, and the date of the expiration of their term for all appointees who terms expire within the next sixty (60) days.

That the Mayor or any City Staff person shall notify the City Council and City Clerk of any vacancy or pending vacancy occurring in any committee or commission as soon as it becomes known.

Notice shall be posted to the City Web sites soliciting nominations for those positions mentioned above at the time of the report or notice to City Council.

**PROCEDURE**

That any Mayoral nomination for appointment shall be submitted to City Council under the Mayor's reports at one Council meeting and held for action until the following Council meeting. Nominations may also be brought forward by two members of Council and will follow the same procedure.

Nominations shall include a letter of interest from and resume of the nominee.

**VACANCY IN OFFICE**

A vacancy in office shall occur when the current appointee discontinues membership by death, resignation, or removal from office; by not seeking reappointment in writing prior to the expiration of his or her term; or by not being reappointed by the appointing authority.

**TERM OF OFFICE**

Members of Boards and Commissions of the City shall serve for the terms specifically stated in the charter or in the law or ordinance creating the office

With the consent of two-thirds of the Council, an appointee may continue provisionally, in office, after the expiration of their term of office, until a successor has been elected or

appointed and has qualified for and assumed the duties of the office. No member of any board or commission shall be allowed to hold over for more than 60 days beyond the term of office fixed by ordinance whether or not a successor has been appointed.

**QUALIFICATIONS**

Appointees to City Boards and Commission shall meet the affiliation qualification requirements of the City Code, Section 2-111, below, as well as any specific qualifications required by City Ordinance or State Statute.

Sec. 2-111. Applicability of section.

(a) Except as otherwise specifically provided, members of boards and commissions shall be affiliated with the city. This requirement shall be fulfilled in the following ways:

- (1) An individual shall have been a resident of the city for a minimum of two years; or
- (2) An individual shall demonstrate ownership/interest for a minimum of two years in a business established in the city for a minimum of two years.

(b) Exceptions to subsections (a)(1) and (2) of this section shall only be permitted if it is determined by the city council that a board or commission requires the membership of an individual with a specific position, knowledge, experience or expertise not available in another individual who may otherwise comply with the terms of subsections (a)(1) and (2) of this section.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:



Resolution No. 2024-264  
November 26, 2024

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

That City Council elects Council Liaisons to the advisory commissions.

Until the next organizational meeting the Council Liaisons will be as follows:

Human Relations Commission	Council Member King
Parks and Arts Commission	_____
Police Advisory Commission	Council Member Tooson
Sustainability Commission	Council Member Simmons
Historic District Commission	Council Member McLean
Planning Commission	Council Member Wilcoxon
Zoning Board of Appeals	Council Member Wilcoxon

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:



**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

That the following Rules for Public Comment be adopted:

Persons wishing to speak before the City Council during designated Public Commentary periods must sign up with the City Clerk in person, electronically, or by telephone during the times stated in these rules. Speaking times and any portions thereof are not transferable, and speakers may not use Public Commentary time to address the Council on an agenda item for which a public hearing is scheduled for the same meeting.

At regular and special Council meetings, during the time designated as Public Commentary, those wishing to address the Council will be recognized by the City Clerk to speak for up to three minutes. Public Commentary at Council meetings shall be limited to an overall time limit of 45 minutes, and speakers who have signed up to speak but are unable to address the Council during Public Commentary due to the overall time limit shall be allowed to address the Council during the Continued Public Commentary portion of the meeting agenda. Time for purposes of this policy shall be kept by the City Clerk or their designee, using a timing device and an audible alarm to indicate that a speaker's time has expired. The City Clerk shall reduce the amount of time allowed for each speaker to two minutes if more than 30 speakers have signed up to speak at a Council meeting.

If a large group of people desire to communicate the same message, Council may request that the group appoint a spokesperson to represent the group and make remarks on behalf of the group.

During business hours on the day of a regular Council meeting, the City Clerk shall sign up persons interested in speaking during the time designated as "Public Commentary" and create an ordered list of speakers by established priority groups. All speakers within each priority group will be recognized in random order by the City Clerk (using a randomization tool), and priority groups shall be as follows, in order:

- (a) Persons wishing to address the Council on agenda items who have not signed up for Public Commentary at the previous two meetings.
- (b) Other persons wishing to address the Council on agenda items.
- (c) Persons wishing to address the Council on items not on the agenda who have not signed up for Public Commentary at the previous two meetings.
- (d) Persons wishing to address the Council on any other matter.
- (e) Persons wishing to address the Council who had not signed up in advance.

The City of Ypsilanti encourages persons with disabilities to participate. Upon two days' notice, we provide auxiliary aids and services (such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting). Individuals with disabilities requiring auxiliary aids or services should contact the City Clerk's office.

## **Public Speaking Rules**

Speakers and the public shall obey these Council Rules, including the following public speaking rules, and all rules announced by the Chair or their designee at the start of the Council meeting:

1. Speakers who are not present or available when recognized by the City Clerk shall lose the opportunity to speak.
2. All public speakers must speak from the podium, unless the speaker is attending the meeting remotely, directing their comments and questions only to the Mayor and the Council. The City Clerk may designate and mark a speaker area around the podium. All persons and items not belonging to the speaker must remain outside the designated speaker area.
3. All public speakers are encouraged to identify themselves by their full name and residence address prior to speaking, and if applicable, the organization or group on whose behalf they are speaking.
4. Members of the public shall not disturb, interrupt, harass, or speak over the speaker at the podium, or use their time to engage in direct dialogue with other persons attending the meeting.
5. Members of the public shall not interrupt Council members, City officials, or staff while they are speaking during a meeting or otherwise unlawfully disrupt a Council meeting.
6. Speakers are requested to remain civil and respectful, and refrain from the use of profanity, true threats, personal attacks against officials unrelated to performance of their job duties, and other categories of speech not protected by the First Amendment.
7. The public should sit on the chairs provided and not stand. If public members must stand, then it shall be at a designated area at the rear of council chambers and not obstructing of any aisles, walkways, or exits/egress routes. Table seating is reserved for City officials and staff.
8. Members of the public desiring to hold up signs should sit in the back row of chairs so that their signs do not interfere with others or obstruct cameras. Signs must be handheld and kept below shoulder height. Signs must not be attached to poles, sticks, or affixed to any public property, including furniture, walls, podiums, chairs, etc. Signs may not be placed in or obstruct aisles, walkways, or egress routes.
9. If speakers have materials they wish to provide to Council, they must signal to the City Clerk who will instruct the speaker how to provide the materials to the City Clerk, who will then provide them to Council.
10. If a speaker raises a question for which the input of a person other than the Mayor or the Council would be helpful to the Council's information gathering and/or decision-making process, the Mayor may recognize the recipient of the question, if that person is present, once the speaker has concluded their remarks.
11. Members of the public must comply with the directions of law enforcement and the Fire Marshal or their designee regarding matters of public safety.
12. Persons wishing to provide written comments may submit them to the City Clerk in person or via electronic mail.

## **Public Hearings and Special Meetings**

Persons speaking at a special meeting or public hearing must limit their remarks to the subject of the meeting and each shall not speak for more than three minutes.

## **Public Speaking Time Limit Waiver**

Public speaking time shall not be modified or extended except upon the motion of a Council member and an affirmative vote of at least five members of the Council.

**Members of the Public Addressing Council Outside of Public Commentary Periods**

Upon the motion of a Council member and an affirmative vote of the Council, a member of the public shall be permitted to address the Council at a time other than during public commentary.

**Conduct at Meetings**

The Chair may call to order and may issue a warning to any attendee who:

1. Disrupts the orderly conduct of the meeting
2. Engages in conduct that may reasonably be perceived by the Mayor, the Council, and/or law enforcement as presenting an imminent threat to the safety of the Mayor, the Council, a City official or staff member, or the public.
3. Speaks longer than the allotted time.
4. Fails to respect public property, disturbs public property, or otherwise engages in activity that could reasonably cause, or does cause damage to or destruction of public property.
5. Otherwise violates the rules of this Council.

Failure to come to order may result in the microphone being shut off or the attendee being muted if attending remotely, the forfeiture of any remaining speaking time, or, at the request of the Mayor, expulsion from the meeting. Nothing herein is intended to limit or restrain negative, positive or neutral comment about the way an individual employee, officer, official or councilmember carries out his or her duties in public office or employment, or otherwise prohibit protected speech or expression based on content.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:



REQUEST FOR LEGISLATION  
November 26, 2024

FROM: Tracey Boudreau, City Clerk

SUBJECT: Request for approval of a new On-Premises Tasting Room license BBS Distilleries, LLC for Haabs Barrel House, 18 W Michigan Ave.

SUMMARY & BACKGROUND:

Jason Mitchell, Katie Nelson and Mark Robbins have applied to the City of Ypsilanti and will be applying to the State of Michigan Liquor Control Commission (MLCC) for a new On-Premises Tasting Room Permit at 18 W Michigan Ave., Ypsilanti, MI 48197

If approved by the City and MLCC a new On-Premises Tasting Room Permit would allow the applicant to serve sprit products that they are distilling at another location, currently. The MLCC cannot consider the approval of the request without the approval of City Council.

RECOMMENDED ACTION:

Approval

ATTACHMENTS:       Resolution  
                              Application  
                              Letter from Applicant

---

COUNCIL AGENDA DATE: November 26, 2024

CITY MANAGER COMMENTS:

CITY MANAGER APPROVAL: \_\_\_\_\_

FINANCE DIRECTOR APPROVAL: \_\_\_\_\_



Resolution No. 2024-266  
November 26, 2024

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

WHEREAS, BBS Distilleries LLC has applied to the City of Ypsilanti and Michigan Liquor Control Commission requesting the following:

On-Premises Tasting Room Permit per MCL 436.1536 at 18 W Michigan Ave., Ypsilanti, MI 48197, Washtenaw County; and

WHEREAS, a public hearing to consider the proposed On-Premises Tasting Room Permit for BBS Distilleries LLC was duly noticed and held on November 26, 2024.

NOW, THEREFORE, BE IT RESOLVED THAT the request of BBS Distilleries LLC for the property located at 18 W Michigan Ave., Ypsilanti, MI 48197 be approved, contingent on Building Department and Health Department approval.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:



**Local Government Approval For On-Premises Tasting Room Permit**  
(Authorized by MCL 436.1536)

**Instructions for Applicants:**

- You must obtain a recommendation from the local legislative body for a new On-Premises Tasting Room Permit application.

**Instructions for Local Legislative Body:**

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a \_\_\_\_\_ meeting of the CITY OF YPSILANTI council/board  
(regular or special) (name of township, city, village)  
called to order by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_  
the following resolution was offered: (date) (time)  
Moved by \_\_\_\_\_ and supported by \_\_\_\_\_  
that the application from BBS Distilleries, LLC  
(name of applicant - if a corporation or limited liability company, please state the company name)

for a **NEW ON-PREMISES TASTING ROOM PERMIT**

to be located at: 16 W Michigan Ave, Ypsilanti MI 48197

It is the consensus of this body that it \_\_\_\_\_ this application be considered for  
(recommends/does not recommend)  
approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are \_\_\_\_\_

**Vote**

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the  
council/board at a \_\_\_\_\_ meeting held on \_\_\_\_\_ (name of township, city, village)  
(regular or special) (date)

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:  
Michigan Liquor Control Commission  
Mailing address: P.O. Box 30005, Lansing, MI 48909  
Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906  
Fax to: 517-763-0059

November 11, 2024

Jason Mitchell, Kaite Nelson, Mark Robbins  
18 W Michigan Ave.  
Ypsilanti, MI 48197

Dear City of Ypsilanti and City Council Members,

We hope this letter finds you well. We are writing to formally request permission to establish a tasting room in your historic and vibrant city. As the owners of BBS Distilleries LLC, formerly known as Distillery Livonia, we have been captivated by the rich heritage and unique charm that Ypsilanti offers.

At Haabs Barrel House, we are committed to showcasing the essence of this enchanting city by offering curated spirits and exceptional culinary experiences. We believe that our tasting room will not only enrich the local community but also attract visitors eager to immerse themselves in the flavors and traditions of Ypsilanti. Additionally, our previously established customers will have the opportunity to visit the local community.

This isn't just another establishment – it's a destination where the art of distillation, exceptional dining, and the warmth of a traditional barrel house converge to create something truly special.

Nestled in the heart of our community, Haabs Barrel House stands as a testament to the time-honored traditions of spirit-making while embracing modern innovation. Here, you'll discover:

- \* Hand-crafted spirits distilled with meticulous attention to detail
  - \* A menu that perfectly complements our house-made beverages
  - \* An atmosphere that seamlessly blends rustic charm with contemporary comfort
  - \* Entertainment such as karaoke and music
- "Every spirit tells a story, every dish creates a memory, and every visit becomes an experience."

Whether you're a spirits enthusiast looking to explore our carefully curated selection of handcrafted beverages, a food lover seeking exceptional dining experiences, or someone who appreciates the authentic charm of a traditional barrel house, you'll find your place here. Let's embark on a journey through flavors, craftsmanship, and hospitality that only Haabs can offer.

We kindly request your support in making this vision a reality. We are eager to contribute positively to the local economy and cultural landscape.

Thank you for considering our proposal. We look forward to your favorable response and hope to work together to bring an exciting new experience to the City of Ypsilanti.

Sincerely, Jason, Katie, and Mark

Haabs Barrel House



City of Ypsilanti  
Office of the City Clerk

APPLICATION FOR NEW  
OR  
TRANSFER LIQUOR LICENSE

Full Name: BBS Distilleries LLC  
Jason Mitchell Date of Birth: 7-14-1979  
Home address: 14 W Michigan Ave Apt.# 1  
City/State/Zip code: Ypsilanti MI 48197  
Home phone: (734) 596-7500 Business Phone: (734) 596-9500  
Email address (optional): Jason@bbsdistilleries.com

NAMES OF ALL PARTNERS OF THE APPLICANT, IF ANY:

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

**IF THE APPLICANT IS A CORPORATION:** Supply a copy of the Articles of Incorporation, current corporation records disclosing the identity, address of all Directors, Officers, and Shareholders.

Address of place for a Liquor License: 14-18 W Michigan Ave  
(Attach legal description of the premises)  
Ypsilanti MI 48197

Name and Address of Premise Owner: Beal Properties LLC  
301 W Michigan Ave Ypsilanti MI 48197  
Address City/State/Zip code

TYPE OF LICENSE APPLIED FOR (Class C, Tavern, B-Hotel, etc.):

Tasting Room

SPECIAL PERMITS APPLIED FOR (Dance, Entertainment, etc.):

Dance, Entertainment, Sunday Am, Sunday Pm,  
Food Service, Extended hours for Entertainment + Food Service.

**SUPPLY WRITTEN EVIDENCE:** That the Applicant has the right to possess the premises from the property owner.

**SUPPLY ZONING PERMIT OR CLEARANCE FROM THE ZONING ADMINISTRATOR:** That the location is in compliance with the Zoning Ordinance.

**SUPPLY CERTIFICATE OF OCCUPANCY OR SIMILAR CLEARANCE FROM THE BUILDING OFFICIAL:** That the structure and premises is in compliance with local code provisions.

**SUPPLY WRITTEN EVIDENCE FROM THE CITY TREASURER:** That all real and personal property taxes and City utility bills associated with the premises are paid and that all real and personal property taxes and City utility bills in the name of the applicant are paid.

**SUPPLY A WRITTEN STATEMENT:** That the applicant will not violate any laws of the State of Michigan or the ordinances of the City of Ypsilanti in conducting the business where the liquor license will be used and that a violation on the premises may be caused for the City objecting to renewal of the license or requesting revocation of the license.

**SUPPLY A WRITTEN STATEMENT:** That the applicant understands that the City of Ypsilanti has an ordinance prohibiting public nudity, and a violation of the ordinance on the premises where the liquor license is used will be caused for objecting to renewal of the license, or for requesting revocation of the license.

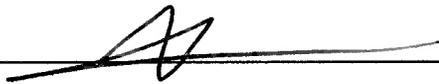
**SUPPLY DOCUMENTATION (REDEVELOPMENT APPLICANTS ONLY):** That the applicant has invested at least \$75,000 for the rehabilitation or restoration of the building over a period of the preceding five years, or documentation that the applicant has or will commit a capital investment of at least \$75,000 that will be expended for rehabilitation or restoration of the building before the license is issued.

My signature acknowledges the following:

- I have read the above application and am submitting this completed application for consideration of a new or transfer liquor license in the City of Ypsilanti.
- I have (either in hardcopy or on line) received a copy of ordinance number 926, (as amended and codified in section 6-31 et sec) and have read and understand the City's ability to request revocation of the license upon violation of the ordinance terms, and/or breach of any agreement with the City.
- Council Approval **DOES NOT** take the place of or avoid any permitting process of the City, including, but not limited to Building, Zoning, Fire, ADA, etc. Significant issues with regards to non-conforming uses may arise after applicant properly submits detailed plans for such construction and/or use permits.
- Redevelopment Applicants:
  - I affirm that I have attempted to purchase an available on-premise escrowed license or quota license within the city, and that one was not readily available as defined in the Liquor Control Code (MCL 436.1521a).
  - I affirm that the premises described above will be a dining, entertainment, or recreation business open at least 5 days per week and open to the general public at least 10 hours a day.
  - I affirm that I have invested \$75,000 in the real property within the last 5 years, or I will invest \$75,000 prior to issuance of the license. This provision may be enforced

by the City as a breach of contract. In the event I fail to make the required investment and the City is required to enforce this provision, I agree to pay the City's actual attorney fees arising from the breach of contract.

- o I affirm that at least \$75,000 was invested or will be invested in the property by \_\_\_\_\_, and that the liquor license may issue on or after that date.

Signature of Applicant: 

Signature of Applicant: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_

**IF THIS IS A LIQUOR LICENSE TRANSFER REQUEST, THE SIGNATURE OF THE CURRENT LICENSE HOLDER IS REQUIRED.**

Signature of Current License Holder: n/a \_\_\_\_\_ Date \_\_\_\_\_



**For the City Clerk's Office Staff only:**

Date application submitted: 11-22-24

Staff's Initials: TB

Routed for approval by the following departments:

Date: 11-22-24

<b>For Department Approval:</b>			
_____ Building	_____ Zoning	_____ Fire Dept.	_____ Police Dept.
_____ Assessor	_____ Treasurer	_____ City Attorney	_____ DDA/DTDDA
<p>Departments: Please conduct the appropriate review to ensure that the applicant does not have any outstanding issues within your department area. When you have completed your review, please report your findings to the City Clerk's Office, and initial on the line provided for your department.</p>			



CITY OF YPSILANTI

RECH: 00089583 11/22/2024 3:54 PM

TRAN: LIQUOR LIQUOR LICENSE

OPER: cler1 TERM: 004

REF#: 2

HAAB'S BBS DISTILLERIES LLC  
S.S.R. LIQUOR LICEN 500.00CR  
TENDERED: 500.00 1 CHECK(S)  
APPLIED: 500.00-  
CHANGE: 0.00

## Deposit Slip

CASH \_\_\_\_\_

CHECK 2 \_\_\_\_\_

CREDIT CARD \_\_\_\_\_

DATE: 11/22/24

AMOUNT: \$500

CODE: 138

ACCOUNT: 101-4-0000-574-09

### DESCRIPTION:

Liquor license application

Haab's

BBS Distilleries LLC

SIGNATURE: \_\_\_\_\_

 Legal Description

OLD SID 11 11-030-175-20 YPC 2W-244 REWRITE PER QCD L1689 P851 YPC 2W-244 COM AT INTERSECTION E/LN HURON AND N/LN MICHIGAN AVE, TH E ALNG MICHIGAN AVE 41.08 FT TO A POB, TH NORTH 52 FT, TH EAST 66.92 FT, TH SOUTH 52 FT, TH WEST 66.92 FT TO THE POB. PT OF LOTS 175 & 176 ORIGINAL PLAT.

**BUS Certificate | CBOP-24-0040**

**Property Information**

11-11-40-401-007      18 W MICHIGAN      Subdivision:  
YPSILANTI, MI 48197      Lot:      NEW REG 4/0 Block:      Ward 3

**Name Information**

Certificate Holder:      HAAB'S BARRELHOUSE / BBS DISTILLERIES LLC      Phone:      (313) 812 9313  
Responsible Party:      MITCHELL JASON      Phone:      (313) 812 9313

**Certificate Information**

Date Issued:      Projected Expiration:      Status:      Hold

Work Description:

Stipulations:

HAAB'S BARRELHOUSE/ BBS DISTILLERIES LLC

SMALL DISTILLERY AND TASTING ROOM

08/29/24: Received bus occ & licens app, reg app, liquor, and layout (scanned and attached). Given to zoning for review. LS

**Fee Information      Billing Class      Units      Total Due**

Buisness Inspection      Business Application Fee      1      \$0

**Administrative Review Inspection Inspection | Jerry Dunham**

Status:      Completed      Result:      Partially Complied  
Scheduled:      09/13/2024 09:00 AM      Completed:      09/16/2024 08:26 AM

**Comments:**

Need to HVAC and inspec ~~Need to submit HVAC safety report~~ and schedule an inspection since last business cert. had violations that were never corrected

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CITY OF YPSILANTI  
 ONE SOUTH HURON ST  
 YPSILANTI MI 48197

2024 Summer TAX BILL  
 CITY OF YPSILANTI  
 11-99-08-800-300

DUE DATE: 09/14/2024  
 Bill #:  
 Mort Code:

TAXING UNIT	MILLS	TAX
SCHL OP	6.00000	EXEMPT
Total Tax	6.00000	0.00
Admin Fee		0.00
DUE		0.00

Taxable Value:	0
SEV Value:	0
School:	YPSILANTI SCHOOL DISTRICT
Class:	003
-----FISCAL YEARS-----	
County:	01/01/2024 - 12/31/2024
Twp :	07/01/2024 - 06/30/2025
School:	07/01/2024 - 06/30/2025
State :	10/01/2024 - 09/30/2025

Legal Description:

PERSONAL PROPERTY

% Declared as Principal Residence Exemption: 100.0000

MICH BUS TAX COMM PERSONAL EXEMPTION

To: HAAB BROS RESTAURANT  
 MICHAEL KABAT  
 18 W MICHIGAN  
 YPSILANTI MI 48197

-Property Address-  
 18 W MICHIGAN AVE  
 YPSILANTI, MI 48197



2024 Summer TAX BILL  
 CITY OF YPSILANTI  
 11-11-40-401-007

DUE DATE: 09/14/2024  
 Bill #:  
 Mort Code:

CITY OF YPSILANTI  
 ONE SOUTH HURON ST  
 YPSILANTI MI 48197

TAXING UNIT	MILLS	TAX
CITY	25.16690	8,083.60
SANITATION	2.49180	800.36
PUBLIC TRANSIT	0.87680	281.62
WATER ST 2016A	1.66480	534.73
AAATA	2.37400	762.52
SCHL OP	18.00000	5,781.60
SCHL DBT	4.10000	1,316.92
SINKING FUND	2.88340	926.14
STATE ED	6.00000	1,927.20
WCC	3.35480	1,077.56
WISD	5.48890	1,763.03
LIBRARY	1.77660	570.64
COUNTY	4.35120	1,397.60
83 MICH AVE OPER	1.67970	539.51
<b>Total Tax</b>	<b>80.20890</b>	<b>25,763.03</b>
Admin Fee		257.63
DUE		26,020.66

Taxable Value:		321,200
SEV Value:		321,200
School:		YPSILANTI SCHOOL DISTRICT
Class:		201
-----FISCAL YEARS-----		
County:	01/01/2024 - 12/31/2024	
Twp :	07/01/2024 - 06/30/2025	
School:	07/01/2024 - 06/30/2025	
State :	10/01/2024 - 09/30/2025	

Legal Description:

OLD SID 11 11-030-175-20 YPC 2W-244 REWRITE PER QCD L1689 P851 YPC 2W-244 COM AT INTERSECTION E/LN HURON AND N/LN MICHIGAN AVE, TH E ALNG MICHIGAN AVE 41.08 FT TO A POB, TH NORTH 52 FT, TH EAST 66.92 FT, TH SOUTH 52 FT, TH WEST 66.92 FT TO THE POB. PT OF LOTS 175 & 176 ORIGINAL PLAT.

% Declared as Principal Residence Exemption: 0.0000

To: 14 MICHIGAN LLC  
 304 HARRIET ST  
 YPSILANTI MI 48197

-Property Address-  
 18 W MICHIGAN AVE  
 YPSILANTI, MI 48197



I Jason Mitchell/BBS Distilleries LLC understand that the City of Ypsilanti has an ordinance prohibiting public nudity, and a violation of the ordinance on the premises where the liquor license is used will be caused for objecting to renewal of the license, or for requesting revocation of the license.

Signature  \_\_\_\_\_

Date: 11-21-24

I Jason Mitchell/BBS Distilleries LLC will not violate any laws of the State of Michigan or the ordinances of the City of Ypsilanti in conducting the business where the liquor license will be used and that a violation on the premises may be caused for the City objecting to renewal of the license or requesting revocation of the license.

Signature

A handwritten signature in black ink, appearing to be 'JM', written over a horizontal line.

Date:

11-21-24

14-18 W. Michigan, Ypsilanti  
LEASE AGREEMENT

(1) This Lease made this 15th day of August, 2024 by and between

**Beal Properties, LLC** the Lessor, hereinafter designated as the Landlord,  
and **Jason Mitchell** the Lessee, hereinafter designated as the Tenant.

**Description of Premises** (2) **WITNESSETH:** The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant the following described premises situated at:

14-18 W. Michigan  
Ypsilanti, MI 48197  
11,014sf

**Term** (3) For a term of five (5) years and 6 months after September 1st, 2024.

For the rent of said premises for said term, the sum of three hundred and fifty thousand nine hundred & twenty-eight dollars (\$350,928.00) in lawful money of the United States payable in monthly installments in advance, upon the first day of each and every month as follows:

	<u>Period</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
	6 Free Months 09/1/2024 – 02/28/2025		\$0
	Year 1 03/1/2025 – 02/28/2026	\$66,084.00	\$5,507.00
	Year 2 03/1/2026 – 02/28/2027	\$68,076.00	\$5,673.00
Year 3	03/1/2027 – 02/28/2028	\$70,128.00	\$5,844.00
	Year 4 03/1/2028 – 02/28/2029	\$72,240.00	\$6,020.00
	Year 5 03/1/2029 – 02/28/2030	\$74,400.00	\$6,200.00

**NNN** (4) Tenant shall pay the cost of Ypsilanti Real Estate Taxes and building & general liability insurance on a monthly basis in advance. The cost will be recalculated each year and are currently \$14,000 for taxes and \$4,000 for insurance.

**Rent** (5) The Tenant hereby hires the said premises for the said term as above mentioned and covenants well and truly to pay, or cause to be paid unto the Landlord at the dates and times mentioned, the rent above reserved.

**Late Charge** (6) Rents received after the 3rd of the month it is due, will be accompanied by a \$200.00 late charge.

(7) All payments of rent or other sums to be made to the Landlord shall be made at such a place as the Landlord shall designate in writing from time to time.

**Assignment** (8) The Tenant covenants not to assign or transfer this lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Landlord. Any assignment, transfer, hypothecation, mortgage or subletting without said written consent shall give the Landlord the right to terminate this lease and to reenter and repossess the leased premises.

**Capacity and Insolvency** (9) The Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in such event this lease may be canceled at the option of the Landlord.

**Right to Mortgage** (10) The Landlord reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the said premises and on the land and buildings of which the said premises are a part or upon any buildings hereafter placed upon the land of which the leased premises form a part. And the Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this lease to the lien of any such mortgages as shall be desired by the Landlord and any mortgagees or proposed mortgagees.



## City of Ypsilanti

Community and Economic Development

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Haabs Barrel House  
18 W. Michigan Avenue  
Ypsilanti, MI 48197

November 22<sup>nd</sup>, 2024

**Re: Haabs Barrel House Liquor License Zoning Memorandum and Zoning Verification Letter;  
Parcel ID # 11-11-40-401-007**

Dear Haabs Barrel House,

This office is responsible for the administration of the zoning ordinances for the City of Ypsilanti, Michigan (the "City"), within which the above-referenced Property is located. We are writing to address the liquor license application and to inform you that 18 W. Michigan is situated within the Center zoning district. According to the zoning ordinance, small distilleries are permitted by right in this district, while tasting rooms are considered an accessory use to establishments such as restaurants, bars, or small distilleries. Your proposal fully complies with the zoning ordinance.

This information was researched on November 22<sup>nd</sup>, 2024, by the undersigned per request and as a public service. The undersigned certifies that the above information contained herein is believed to be accurate and is based upon or relates to the information supplied to the requestor. The authority assumes no liability for errors and omissions. All information was obtained from public records, which may be inspected during regular business hours. Please contact me at 734-482-9832 or [jburns@cityofypsilanti.com](mailto:jburns@cityofypsilanti.com) with any questions. The full text of the zoning ordinance is available at [cityofypsilanti.com/zoning](http://cityofypsilanti.com/zoning).

Sincerely,

Joshua Burns  
City Planner, Community & Economic Development Division  
City of Ypsilanti

Published November 19, 2024

Public Hearing Notice  
City of Ypsilanti  
Tuesday, November 26, 2024

The Ypsilanti City Council will hold a public hearing at its November 26, 2024, meeting in City Council Chambers, One South Huron Street, Ypsilanti, Michigan 48197, at 6:30 p.m. to consider the following:

**Request to approve an On-Premises Tasting Room Permit, 16 W Michigan Ave.,  
Ypsilanti, MI 48197.**

The City invites all citizens to attend this meeting or to send written comments to the City of Ypsilanti. The City will provide necessary auxiliary aids and services, such as signers for people with hearing disabilities or audio tapes of printed materials for people with vision disabilities, upon two days' notice to the City of Ypsilanti: Those requiring these aids or services should contact the City of Ypsilanti at:

City Clerk's Office  
One South Huron Street  
Ypsilanti, Michigan 48197  
(734) 483-1100

Tracey L. Boudreau  
City Clerk



Resolution No. 2024-267  
November 26, 2024

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

That the public hearing for a new On-Premises Tasting Room Permit for BBS Distilleries, LLC at 18 W Michigan Ave. be officially closed.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:



From: Bonnie Wessler, Director of Public Works

Subject: City Hall elevator

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The City Hall elevator is in poor condition and requires significant capital maintenance and modernization, including a traction motor replacement and cab refresh. The City retained Lerch Bates in 2022 to develop the scope of work and bid documents, and put the project out to bid in February 2023. One bid was received from Schindler Elevator Corporation in the amount of \$435,927; this was recommended by Lerch Bates and staff and Council authorized staff to proceed with the contract in July 2023. It took some time to finalize the contract, during which time Schindler's initial general-work subcontractor concluded their involvement with the project. Schindler secured a replacement general-work subcontractor in March 2024, which was associated with a pricing increase. At the time, the City authorized the change but noted that if the contract was not finalized within 30 days, we should seek other bids. No other contractors or contract trade publications expressed interest during this time, and the contract latency was due in large part to capacity constraints on our side and staff turnover on theirs. Staff is recommending proceeding with this contract.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Contract

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**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

WHEREAS, funding has been programmed in the capital improvement fund for elevator modernization in City Hall in the City of Ypsilanti; and,

WHEREAS, the City of Ypsilanti has solicited sealed bids for the project; and,

WHEREAS, Schindler Elevator Corporation is the only qualified bidder and was recommended by the City’s engineering consultant, Lerch Bates, for this project.

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti awards the Elevator Modernization contract to Schindler Elevator Corporation for the revised bid amount of \$499,656,

FURTHER THAT the City Manager authorized to sign this contract, subject to review by the City Attorney, and any change orders are subject to review and approval by the City Manager to facilitate the completion of this work.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:

# DRAFT AIA® Document A104® - 2017

## Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the «10» day of «November» in the year «2023»  
(In words, indicate day, month and year.)

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

«»«»City of Ypsilanti, a Michigan Municipal Corporation

«»1 S Huron St  
«»Ypsilanti, MI 48197  
«»

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

«»«»Schindler Elevator Corporation (LEGAL STATUS)  
«»3135 Pine Tree Road»  
«»Suite B  
«»Lansing, MI 48911

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

«»Ypsilanti City Hall Elevator Modernization  
«»  
«»

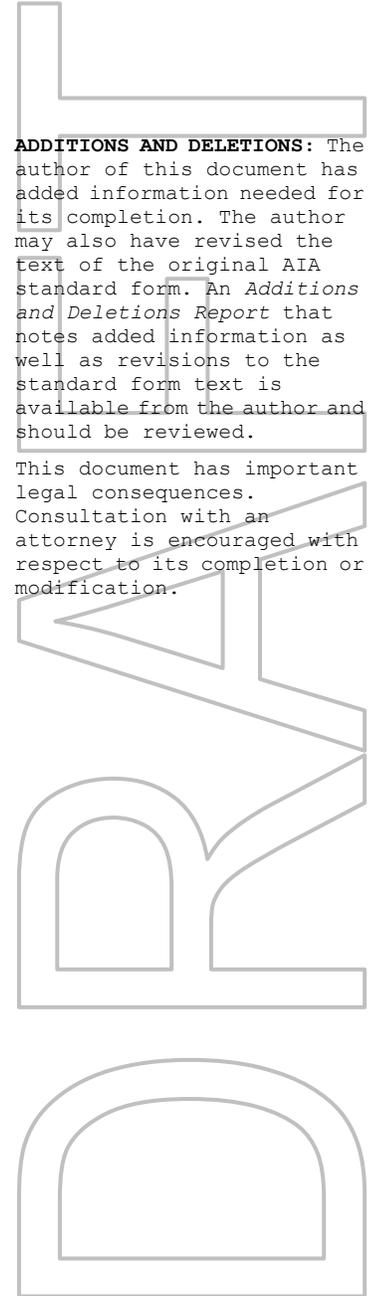
The ArchitectConsultant:  
(Name, legal status, address and other information)

«»«»Lerch Bates, Inc (LEGAL STATUS)  
«»950 Boston Street SE  
«»Grand Rapids, MI 49507  
«»

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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



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TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
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- 11 SUBCONTRACTORS
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE AND BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[  ] The date of this Agreement.

[  ] 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.

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

### § 2.3 Substantial Completion

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

(Check the appropriate box and complete the necessary information.)

[ ~~X~~ ~~« »~~ ] Not later than ~~«eighty-four»~~ ( ~~«»84~~ ) calendar days from the date of removing the elevator from service for beneficial use, barring latent conditions that could not be anticipated. ~~date of commencement of the Work.~~

[ ~~« »~~ ] By the following date: ~~« »~~

§ 2.3.2 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

Elevator Modernization, including related building work

#### Substantial Completion Date

Eighty-four (84) calendar days from the date of removing the elevator from service for beneficial use, barring latent conditions that could not be anticipated.

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, ~~liquidated damages, if any, shall be assessed as set forth in Section 3.5. shall not apply.~~

## ARTICLE 3 CONTRACT SUM

§ 3.1 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 one of the following:

(Check the appropriate box.)

[ ~~« »~~X ] Stipulated Sum, in accordance with Section 3.2 below

[ ~~« »~~ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[ ~~« »~~ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be ~~«Four Hundred Thirty-Five Thousand Nine Hundred Twenty-Seven »~~dollars (\$ ~~« »435,927~~ ), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

«-n/a»

§ 3.2.2 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
n/a		

§ 3.2.3 Allowances, if any, included in the stipulated sum:

*(Identify each allowance.)*

Item	Price
n/a	

§ 3.3 Cost of the Work Plus Contractor's Fee

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

« »

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

« »

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed « » (\$ « »), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. *(Insert specific provisions if the Contractor is to participate in any savings.)*

« »

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

« »

§ 3.4.3.3 Unit Prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
See bid		

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:

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*(Identify each allowance.)*

Item	Price
-See bid	

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

«-»n/a

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect/Consultant of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:

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

«-»n/a

#### ARTICLE 4 PAYMENT

##### § 4.1 Progress Payments

§ 4.1.0 A down payment of 30% shall be due within 30 days of the execution of this contract.

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

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, 5 or as follows:

«-»

§ 4.1.3 Provided that an Application for Payment is received by the Architect/Consultant not later than the «-10th» day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the «-»30th day of the «-»next month. If an Application for Payment is received by the Architect/Consultant after the date fixed above, payment shall be made by the Owner not later than «-»forty-five ( «-»45 ) days after the Architect/Consultant receives the Application for Payment.

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

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

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)*

«-»

§ 4.1.5 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.)*

5 % per annum

§ 4.2 Final Payment

§ 4.2.1 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 Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
3 a final Certificate for Payment has been issued by the Architect/Consultant in accordance with Section 15.7.1.

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

<< >>

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- [ X ] Arbitration pursuant to Section 21.6 of this Agreement
[ ] Litigation in a court of competent jurisdiction
[ ] 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 in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

<<>>

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Table with 4 columns: Document, Title, Date, Pages

§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Traction Elevator Modernization Specification dated January 30, 2023, as prepared by Lerch Bates Inc.(Project No. 0100040886) consisting of fifty-seven (57) pages and Addend #1 dated March 15, 2023.consisting of one (1) page. Lerch Bates Inc. Traction Modernization Quotation Form consisting of twelve (12) pages. Copies of which are collectively attached and hereto as "Exhibit A" and are incorporated herein by this reference.

«-»

Section	Title	Date	Pages

§ 6.1.5 The Drawings:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

«-»n/a

Number	Title	Date

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
n/a		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:  
(Check all boxes that apply.)

[  ] Exhibit A, Determination of the Cost of the Work.

[  ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[  ] The Sustainability Plan:

Title	Date	Pages

[  ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.2 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents.)

Addenda #1 dated March 15, 2023

Addendum to Agreement For Services

Schindler Elevator Corporation Quotation Form dated March 28, 2023

«-»

Standard Addendum to Contract for the City of Ypsilanti

## ARTICLE 7 GENERAL PROVISIONS

### § 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the ArchitectConsultant. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

### § 7.2 The Contract

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

### § 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

### § 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the ArchitectConsultant and the ArchitectConsultant's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

### § 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The ArchitectConsultant and the ArchitectConsultant's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the ArchitectConsultant's or ArchitectConsultant's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, ArchitectConsultant and the ArchitectConsultant's consultants.

### § 7.6 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

### § 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## § 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

## § 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission 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.)*

« »

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

## § 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the ~~Architect~~ Consultant and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

## ARTICLE 8 OWNER

### § 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

### § 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### § 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect/Consultant and the Architect/Consultant may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect/Consultant's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect/Consultant, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

## ARTICLE 9 CONTRACTOR

### § 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect/Consultant any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect/Consultant may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect/Consultant any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect/Consultant may require.

### § 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

### § 9.3 Labor and Materials

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

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect/Consultant and in accordance with a Modification.

#### § 9.4 Warranty

The Contractor warrants to the Owner and ArchitectConsultant that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

#### § 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

#### § 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

#### § 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

#### § 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and ArchitectConsultant's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and ArchitectConsultant.

#### § 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the ArchitectConsultant Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the ArchitectConsultant reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and ArchitectConsultant that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

**§ 9.9.3** The Contractor shall not be required to provide professional services that constitute the practice of ~~architect~~~~architecture~~ or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the ~~Architect~~~~Consultant~~ will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The ~~Architect~~~~Consultant~~ will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The ~~Architect~~~~Consultant~~'s review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the ~~Architect~~~~Consultant~~ will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

#### **§ 9.10 Use of Site**

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

#### **§ 9.11 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

#### **§ 9.12 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

#### **§ 9.13 Access to Work**

The Contractor shall provide the Owner and ~~Architect~~~~Consultant~~ with access to the Work in preparation and progress wherever located.

#### **§ 9.14 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and ~~Architect~~~~Consultant~~ harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or ~~Architect~~~~Consultant~~. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the ~~Architect~~~~Consultant~~.

#### **§ 9.15 Indemnification**

**§ 9.15.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, ~~Architect~~~~Consultant~~, ~~Architect~~~~Consultant~~'s consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

**§ 9.15.2** In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages,

compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **ARTICLE 10 ARCHITECTCONSULTANT**

§ 10.1 The ArchitectConsultant will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the ArchitectConsultant issues the final Certificate for Payment. The ArchitectConsultant will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the ArchitectConsultant as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and ArchitectConsultant. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the ArchitectConsultant will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The ArchitectConsultant will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the ArchitectConsultant will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The ArchitectConsultant will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The ArchitectConsultant will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the ArchitectConsultant's evaluations of the Work and of the Contractor's Applications for Payment, the ArchitectConsultant will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The ArchitectConsultant has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The ArchitectConsultant will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The ArchitectConsultant will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The ArchitectConsultant will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The ArchitectConsultant's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

## **ARTICLE 11 SUBCONTRACTORS**

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and ArchitectConsultant of the Subcontractors or suppliers proposed for each of the

principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or **ArchitectConsultant** has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and **ArchitectConsultant**, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

## ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

## ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and **ArchitectConsultant**, or by written Construction Change Directive signed by the Owner and **ArchitectConsultant**. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and **ArchitectConsultant**, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The **ArchitectConsultant** will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the **ArchitectConsultant** will prepare a Change Order.

§ 13.3 The **ArchitectConsultant** will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the **ArchitectConsultant** and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect/Consultant promptly and before conditions are disturbed.

#### ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect/Consultant in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor’s control; or (3) by other causes that the Contractor asserts, and the Architect/Consultant determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect/Consultant may determine, subject to the provisions of Article 21.

#### ARTICLE 15 PAYMENTS AND COMPLETION

##### § 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect/Consultant before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect/Consultant. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

##### § 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor’s Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor’s Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor’s Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner’s occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect/Consultant, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect/Consultant with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect/Consultant of any inconsistencies between the Control Estimate and the revised Contract Documents.

### § 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect/Consultant an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect/Consultant require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

### § 15.4 Certificates for Payment

§ 15.4.1 The Architect/Consultant will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect/Consultant determines is properly due, or notify the Contractor and Owner of the Architect/Consultant's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect/Consultant to the Owner, based on the Architect/Consultant's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect/Consultant's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect/Consultant. However, the issuance of a Certificate for Payment will not be a representation that the Architect/Consultant has (1) made exhaustive or continuous on-site inspections to check the

quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The **Architect/Consultant** may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the **Architect/Consultant**'s opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the **Architect/Consultant** is unable to certify payment in the amount of the Application, the **Architect/Consultant** will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the **Architect/Consultant** cannot agree on a revised amount, the **Architect/Consultant** will promptly issue a Certificate for Payment for the amount for which the **Architect/Consultant** is able to make such representations to the Owner. The **Architect/Consultant** may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the **Architect/Consultant**'s opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the **Architect/Consultant**'s decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

### § 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor **Architect/Consultant** shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

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

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### § 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

§ 15.6.3 Upon receipt of the Contractor's list, the ArchitectConsultant will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the ArchitectConsultant determines that the Work or designated portion thereof is substantially complete, the ArchitectConsultant will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### § 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the ArchitectConsultant will promptly make such inspection and, when the ArchitectConsultant finds the Work acceptable under the Contract Documents and the Contract fully performed, the ArchitectConsultant will promptly issue a final Certificate for Payment stating that to the best of the ArchitectConsultant's knowledge, information and belief, and on the basis of the ArchitectConsultant's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The ArchitectConsultant's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

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

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

## ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

### § 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part

by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect/Consultant or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

## § 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect/Consultant of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect/Consultant, Architect/Consultant's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

## ARTICLE 17 INSURANCE AND BONDS

### § 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

↔n/a

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ↔One Million Dollars (\$ ↔1,000,000 ) each occurrence, Five Million Dollars↔ (\$ 5,000,000↔ ) general aggregate, and « » (\$ « » ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than ↔One Million Five Hundred Thousand Dollars (\$ 1,500,000↔ ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than ~~«»One Hundred Thousand Dollars (\$ «»100,000 )~~ each accident, ~~«»One Hundred Thousand Dollars (\$ 100,000«» )~~ each employee, and ~~Five Hundred Thousand Dollars«»~~ (\$ ~~«»500,000~~ ) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ~~« » (\$ « » )~~ per claim and ~~« » (\$ « » )~~ in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ~~« » (\$ « » )~~ per claim and ~~« » (\$ « » )~~ in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ~~« » (\$ « » )~~ per claim and ~~« » (\$ « » )~~ in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the ~~ArchitectConsultant~~, and the ~~ArchitectConsultant~~'s Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the ~~ArchitectConsultant~~ and the ~~ArchitectConsultant~~'s Consultants, CG 20 32 07 04. Notwithstanding anything to the contrary, Contractor shall provide its standard of insurance and additional insured endorsement for ongoing operations only. This is in full satisfaction of the insurance requirements.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

**§ 17.1.14 Other Insurance Provided by the Contractor**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits
n/a	

**§ 17.2 Owner's Insurance**

**§ 17.2.1 Owner's Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

**§ 17.2.2 Property Insurance**

**§ 17.2.2.1** The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ 17.2.2.2** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

**§ 17.2.2.3** If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ 17.2.2.4** If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ 17.2.2.5** Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

**§ 17.2.2.6** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

**§ 17.2.2.7 Waiver of Subrogation**

**§ 17.2.2.7.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect/Consultant and Architect/Consultant's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they

have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the ArchitectConsultant, ArchitectConsultant's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the ArchitectConsultant and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the ArchitectConsultant and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Owner

*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage	Limits
n/a	

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the ArchitectConsultant or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the ArchitectConsultant's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

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

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

## ARTICLE 19 MISCELLANEOUS PROVISIONS

### § 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### § 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

### § 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the ~~Architect~~ Consultant timely notice of when and where tests and inspections are to be made so that the ~~Architect~~ Consultant may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

### § 19.4 The Owner's representative:

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

«»[Bonnie Wessler](#)  
[Director, Department of Public Works,](#)«»  
«»[City of Ypsilanti](#)  
«»[1 South Huron Street](#)  
«»[Ypsilanti, MI 48197](#)  
[wesslerb@cityofypsilanti.com](mailto:wesslerb@cityofypsilanti.com)  
[734-483-1421](tel:734-483-1421)  
«»

### § 19.5 The Contractor's representative:

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

«»[Alan Pawlowski](#)[Mike Sullivan](#)  
[Schindler Elevator Corporation](#)  
[3135 Pine Tree Road](#)  
[Suite B](#)  
[Lansing, MI 48911](#)  
  
[alan.pawlowskiMike.Sullivan@schindler.com](mailto:alan.pawlowskiMike.Sullivan@schindler.com)  
[517-272-1234216-870-7276](tel:517-272-1234216-870-7276)«»  
«»

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

## ARTICLE 20 TERMINATION OF THE CONTRACT

### § 20.1 Termination by the Contractor

If the ArchitectConsultant fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the ArchitectConsultant, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

### § 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the ArchitectConsultant that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the ArchitectConsultant's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the ArchitectConsultant, upon application, and this obligation for payment shall survive termination of the Contract.

### § 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

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

←No fee.→

## ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the ArchitectConsultant but excluding those arising under Section 16.2, shall be referred initially to the ArchitectConsultant for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the ArchitectConsultant or 30 days after

submission of the matter to the Architect/Consultant, be subject to mediation as a condition precedent to binding dispute resolution.

### § 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect/Consultant within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

### § 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

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

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

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

**§ 21.10 Continuing Contract Performance**

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 21.11 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of ~~the day and year first written above~~ 04 August 2024.

OWNER (Signature)

« »« »

Andrew Hellenga, City Manager  
City of Ypsilanti (Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title) Mike Sullivan, General  
Manager  
Schindler Elevator

ADDENDUM TO AGREEMENT FOR SERVICES

This Addendum shall be a part of a certain Agreement between the CITY OF YPSILANTI, a Michigan Municipal Home-rule corporation of One South Huron Street, Ypsilanti, Michigan 48197 referred to as "CITY", and Schindler Elevator Corporation, of 3135 Pine Tree Road, Suite B, Lansing, MI 48911 Michigan, referred to as "CONTRACTOR", a Corporation . (sole proprietor, corporation, partnership, etc.).

This Addendum is an addition and amendment to the primary Contract between the parties. In the event of a conflict between the language of this Addendum and the primary Contract, the language and terms of this Addendum shall take precedence.

Standard of Performance. The CONTRACTOR shall perform the Contract faithfully and diligently and perform the services in a competent, professional, satisfactory and proper manner and during the Contract term or extensions thereof, use every best effort and endeavor to promote the interests of the CITY and devote such time, attention, skill, knowledge and ability as is necessary to most effectively and efficiently carry out and perform the Contract.

The parties understand and agree that the CITY may terminate this Contract at any time with or without notice. In such event the CONTRACTOR will be compensated for work already completed

This Contract is to be performed in Washtenaw County, Michigan, and all legal venue shall exclusively lie therein.

The parties agree that time is of the essence in the performance of this Contract by the CONTRACTOR.

Each provision of this Contract shall be separately enforceable and in the event that a court of competent jurisdiction determines or adjudges that any provision of this Contract is invalid or illegal, such decision shall not effect the rest of the Contract which shall remain in full force and effect.

This Agreement shall be governed by and construed in accordance with the laws of Michigan.

Independent Contractor. The relationship of the CONTRACTOR to the CITY is and shall continue to be that of an independent contractor and no liability or benefits such as worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Waiver of Liability. The CONTRACTOR hereby waives any claim against the CITY and agrees not to hold the CITY liable for any personal injury or damage incurred by it, its employees or associates on this project which is not held by a court of competent jurisdiction to be directly attributable to the sole and/or gross negligence or malicious intentional conduct of any employee of the CITY acting within the scope of their employment. It further agrees to hold the CITY harmless from any such claim by its employees or associates.

For the purpose of the hold harmless indemnity and insurance provisions contained in this Contract, the term "CITY" shall be deemed to include the City of Ypsilanti and all other associated, affiliated, allied or subsidiary entities, or commissions, officers, agents, representatives and employees.

The following Indemnification Agreement shall be, and is hereby, a provision of the Contract and shall be endorsed on the reverse sides of all certificates of insurance:

"The CONTRACTOR agrees to protect, defend, indemnity and hold the CITY and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copy right (or application for

any thereof) or any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent."

Insurance.

The CONTRACTOR prior to commencing work shall provide at his own cost and expense the following insurance to the CITY in insurance companies licensed and/or approved in the State of Michigan, which insurance shall be evidenced by certificates and/or policies as determined by the CITY. All policies and certificates of insurance shall be approved by the City Manager of the CITY prior to the inception of any work.

Each certificate or policy shall require that, thirty days prior to cancellation or material change in the policies, notice thereof shall be given to the CITY by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the CONTRACTOR and identify the contract number.

All property losses shall be made payable to and adjusted with the CITY.

In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State in which the work is performed and shall have a financial rating not lower than XI and a policyholder's service rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Certificates of insurance shall note A.M. Best's Rating. Companies with ratings lower than B+:XI will be acceptable only upon written consent of the CITY.

All policies and certificates of insurance of the CONTRACTOR shall contain the following clauses:

The clause "other insurance provision" in a policy in which the CITY is named as an insured, shall not apply to the CITY.

The insurance companies issuing the policy or policies shall have no recourse against the CITY (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the CONTRACTOR.

The CITY (at its option) shall be listed as an Additional Named Insured on the following insurance coverages provided by the CONTRACTOR.

<u>YES</u> <u>X</u>	<u>NO</u> _____	<u>1)</u>	<u>Comprehensive General Liability</u>
<u>YES</u> _____	<u>NO</u> <u>X</u>	<u>2)</u>	<u>Automobile Liability</u>

The CONTRACTOR shall maintain at its own expense during the term of this Contract the following insurance:

Worker's Compensation insurance with Michigan statutory limits and employers' liability insurance with minimum limits of \$500,000 each accident.

General Liability insurance with a minimum limit of liability per occurrence of \$1 Million Combined Single Limit (Bodily Injury/Property Damage), with no aggregate.

This insurance shall indicate on the Certificate of Insurance the following coverages:

- (a) Independent Contractor and Subcontractors
- (b) Broad Form Contractual

(c) Broad Form Liability Endorsement

Automobile Liability insurance with minimum limits of liability, per occurrence, of \$1 Million Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated in the "Special Conditions" of the Contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (a) Owned automobiles
- (b) Hired automobiles
- (c) Non-owned automobiles

Protective Liability Insurance: Owners and Contractors. The CONTRACTOR shall provide the original and duplicate policy of insurance to the City Manager. This insurance contract shall name the CITY as the insured and remain in effect until the contract is accepted by the CITY.

The insurance shall provide minimum limits of liability per occurrence of \$500,000. Combined Single Limit. Said insurance shall provide that the term "Owner" or CITY shall be deemed to include all authorities, boards, bureaus, commissions, divisions, departments, districts and offices of the CITY and the individual members, employees and agents thereof in their official capacities.

Disability Benefits: The CONTRACTOR shall provide proof of compliance with the Disability Benefits Law. (If applicable).

If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the CONTRACTOR will be withheld until those requirements have been met, or at the option of the CITY the CITY may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.

In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

If at any time any of the foregoing policies shall be or become unsatisfactory to the CITY to form or substance, or if a company insuring any such policy shall be or become unsatisfactory to the CITY, the CONTRACTOR shall upon notice to that effect from the CITY promptly obtain a new policy, submit the same to the City Manager for approval and submit a certificate thereof as herein provided. Upon failure of the CONTRACTOR to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the CITY may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the CONTRACTOR from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification.

j. Certificate of Insurance; required language. The Certificate of Insurance obtained by the CONTRACTOR shall contain the following language: "The City of Ypsilanti, Michigan, its elected officials, officers, employees, boards, commission, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget, including the City of Ypsilanti, are named as additional insured, and such coverage shall be considered to be the primary coverage rather than any policies and insurance or self insurance retention owned or maintained by the City of Ypsilanti."

Conflict of Interest. The CONTRACTOR covenants that the CONTRACTOR (individually, or if a corporation, trust, limited liability company or partnership, "the entity") nor any officer, principal, partner, agent or employee of the entity has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in the manner or degree of performance with the Contract. Further that if any such conflict of interest develops and exists during the term of the contract that the CONTRACTOR shall, within 7 days of the existence of such conflict of interest, notify the CITY in writing of the existence and nature of the said conflict of interest.

Contingent Fees. The CONTRACTOR warrants it has not employed or retained any company or person other than bona fide employees working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company, or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of making this Contract. For breach or violation of this warranty, the CITY shall have the right to annul the Contract without liability or, at its discretion, to deduct from the fees due the CONTRACTOR, or otherwise, recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The CONTRACTOR further agrees to perform this Contract in accord with all federal, state and local laws and will not discriminate against, or give preferential treatment to, any person on the basis of race, sex, sexual orientation, color, national origin, religion, handicap status, heights, weight, marital status, or other criteria which is not relevant to the particular job.

Non-Discrimination. The CONTRACTOR further agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability as set forth in the Americans With Disability Act, Michigan PWDA, age, height, weight, or marital status (except insofar as it relates to a bona fide or occupational qualification reasonably necessary to the normal operation of the business). Breach of this provision may be regarded as material breach of the Agreement.

And further, the Contractor agrees that it will not discriminate against any employee or applicant for employment with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, gender expression, age, marital status, disability status, familial status, educational association, source of income, height or weight that is unrelated to the individual's ability to perform the duties of a particular job or position and breach of the covenant may be regarded a material breach of this Contract.

The Contractor further agrees that it will, in all subcontracts relating to the performance of the work under this Contract, provide in its subcontracts that the Subcontractor will not discriminate against any employee or applicant for employment, to be employed in the performance of such Contract, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, gender expression, age, marital status, disability status, familial status, educational association, source of income, height or weight that is unrelated to the individual's ability to perform the duties of a particular job or position, and that breach of the covenant may be regarded as material breach of this Contract.

Permits. The CONTRACTOR shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work. In particular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by his operations. Where such discontinuance of service affects consumers, due and sufficient notice shall be served upon those so affected.

Services. In the event the contract provides for improvement of real property or performing management construction services as provided in MCLA 125.1591, the following provisions apply:

(A) A contract between CONTRACTOR and the CITY for an improvement as provided above shall contain the following provisions:

(a) That if a CONTRACTOR discovers one or both of the following physical conditions of the surface or subsurface at the improvement site, before disturbing the physical condition, the contractor shall promptly notify the CITY of the physical condition in writing:

(i) A subsurface or a latent physical condition at the site is differing materially from those indicated in the improvement contract.

(ii) An unknown physical condition at the site is of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the improvement contract.

(b) That if the CITY receives a notice under subdivision (A), the CITY shall promptly investigate the physical condition.

(c) That if the CITY determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the CITY's determination shall be made in writing and an equitable adjustment shall be made and the contract modified in writing accordingly.

(d) That the CONTRACTOR cannot make a claim for additional costs or time because of a physical condition unless the CONTRACTOR has complied with the notice requirements of subdivision (A). The CITY may extend the time required for notice under subdivision (A).

(e) The CONTRACTOR cannot make a claim for an adjustment under the contract after the CONTRACTOR has received the final payment under the contract.

(B) If the CONTRACTOR does not agree with the CITY's determination, with the CITY's consent the CONTRACTOR may complete performance on the contract.

(C) At the option of the CITY, the CONTRACTOR and the CITY shall arbitrate the CONTRACTOR's entitlement to recover the actual increase in contract time and costs incurred because of the physical condition of the improvement site. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and judgment rendered may be entered in any court having jurisdiction.

## 20. Living Wage.

A. (1) Living Wages shall be paid according to the Ypsilanti Living Wage Ordinance, as provided in Chapter 2, Article VI, Division 4 of the Code of Ordinances for the City of Ypsilanti (The Ordinance); and

(2) Suitable notices shall be posted in the work place; and

(3) Evidence of compliance including payroll records shall be provided to the Ypsilanti Personnel Department within 10 days of written request from the Ypsilanti Personnel Department.

B. In the event of violation of the provisions of The Ordinance or this contract this contract may be modified or terminated to comply with the provisions of The Ordinance, including withholding of moneys in amount equal to Living Wages not paid in accordance with The Ordinance and the City may also take action to recover the amount of the contract provided to any person found to have violated The ordinance.

C. Any employee shall have a separate cause of action to enforce the provisions of this contract and The Ordinance and any rights conferred under The Ordinance, in law and or equity, and any court of competent jurisdiction upon proper proof and the prevailing of the employee in such action, shall award actual damages, wage restitution, interest and actual attorney fees.

D. The City shall have the right to enforce this contract and The Ordinance in law or equity by court process including specific performance.

21. Iran Economic Sanctions Act 517 of 2013. Pursuant to the Iran Economic Sanctions act, MCL 129.211, before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Provider, the Provider must first certify that it is not an "Iran Linked Business" as defined by that law."

22. Not in Default to City. The CONTRACTOR hereby certifies that the CONTRACTOR is not in default to the CITY, and that there are no unpaid taxes, real or personal, owed to the CITY by the CONTRACTOR, and the CONTRACTOR has no other unfulfilled obligations to the CITY and is in compliance with all Ypsilanti City codes and ordinances. The parties understand that a breach of this provision is a material breach of the contract.

23. Americans With Disabilities Act Compliance. If this contract alters or resurfaces any streets, intersections, sidewalks, or curb ramps, CONTRACTOR shall ensure that each portion of the project, to the maximum extent feasible, shall be altered in such manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities. Each project shall comply with the American's With Disabilities Act requirements, including 28 C.F.R. §§ 35.151(b),(c),(e)(1) and (e)(2) and 28 C.F.R. Part 36, App. A, the ADAAG.

Note: The City of Ypsilanti has chosen to follow the ADAAG standards rather than the UFAS standards. See United States Department of Justice ADA Title II Technical Assistance Manual, Section II-6.2100)

As used in this Section, the term "resurface" shall have the definition given by the United States Department of Justice Title II Technical Assistance Manual § II-6.6000 "Resurfacing beyond normal maintenance is an alteration. Merely filling potholes is considered to be normal maintenance."

As used in this Section, the term "to the maximum extent feasible" shall have the meaning set forth at 28 C.F.R. § 36.402(c).

As used in this Section, the term "readily accessible to and usable by persons with disabilities" shall have the meaning set forth at Section II-6.1000 of the US Department of Justice ADA Title II Technical Assistance Manual, and set forth at 28 CFR Appendix B Section 36.401.

24. In accordance with PA 517 of 2012, CONTRACTOR must certify that CONTRACTOR is not an Iran linked business, as set forth in the act. Signing this addendum is such certification.

25. The Contract and its attachments, and this Addendum, are the sole Contract and Agreement between the parties. Any changes, additions or deletions shall not be effective or actionable unless they are in writing signed by the parties.

IN WITNESS WHEREOF, the undersigned have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
CONTRACTOR  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

See Next Page: \_\_\_\_\_

CITY OF YPSILANTI

\_\_\_\_\_  
By: Andrew Hellinga  
City Manager

\_\_\_\_\_  
JOHN M. BARR P10475  
Ypsilanti City Attorney



From: Bonnie Wessler, Director of Public Works

Subject: DPW Salt Barn Stabilization & Maintenance Building Improvements

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The City’s DPW yard is in need of significant work to make it safe for daily operations, as previously discussed and per multiple engineer recommendations. The City worked with OHM to put together bid documents for stabilization of the salt barn and stabilization of the main maintenance building. The bid was in three parts: a base bid, consisting of stabilizing the salt barn, removing the roof from the center maintenance bay, and sistering the easily accessible roof joists on the two sloped-roof wings; Alternate 1, which consisted of putting a roof back on the center maintenance bay (but not restoring full function); and Alternate 2, which consists of removing the west sloped-roof wing. The first time the City went to bid there were no bidders; the second time the City went to bid, three bids were received.

	<b>Summit</b>	<b>Heany</b>	<b>NRC</b>
Base	\$527,000	\$451,267	\$694,723
Alternate 1 (roof on center bay)	\$131,000	\$345,019	\$99,000
Alternate 2 (demo west addition)	\$24,725	\$14,475	\$13,000
<b>Total: Base + 1 + 2</b>	\$682,725	\$810,759	\$806,723
<b>Total: Base + Alt 2</b>	<b>\$551,725</b>	<b>n/a</b>	<b>\$707,723</b>

Staff then conducted interviews with the two lower of the three bidders, Summit and Heany; the third was unresponsive when asked for a schedule. Heany indicated in their interview that if Alternate 1 were not pursued, they would be unable to perform the job due to an issue with how the job was bid on their end. Summit indicated in their interview that they would be able to complete the base scope as well as either or both alternates, has provided a tentative work schedule, and reviews and work experience are aligned with the scope proposed here.

Funding for this work would be drawn from the recent state award, for which there is a budget adjustment forthcoming.

Staff is recommending that Council accept the bid from Summit for the base plus Alternate 2 scopes, for the total of \$551,725.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Bid tab, Engineer’s Recommendation

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## **2024 Goal Alignment:**

- Strategic Goal 1: Capital Improvements and revitalization of City owned facilities and spaces.**
  - Strategic Goal 2: Staff retention and creating greater efficiencies.**
  - Strategic Goal 3: Community Engagement**
  - Strategic Goal 4: Infrastructure and investment**
  - Strategic Goal 5: Financial Planning**
-



**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

Whereas, the structures in the DPW are in need of urgent repair to remedy safety concerns; and

Whereas, bids for such were solicited on the City's behalf; and

NOW THEREFORE BE IT RESOLVED that the Ypsilanti City Council award the contract to stabilize the salt barn and perform significant alterations to the maintenance building at the DPW yard in conformance with the Base Scope and Alternate 2, as described in the Salt Barn Stabilization and Maintenance Building Improvements bid documents, to The Summit Company, for an amount of not to exceed \$551,725, contract subject to approval by the City Attorney and with the City Manager authorized to sign change orders.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:



October 22, 2024

City of Ypsilanti  
One Huron Street  
Ypsilanti MI 48197

Attention: Bonnie Wessler, AICP  
Director of Public Services  
City of Ypsilanti

Regarding: Recommendation of Award  
DPS Salt Barn Stabilization and Maintenance Building Improvements

Dear Ms. Wessler:

Three sealed bids for the DPS Salt Barn Stabilization and Maintenance Building Improvements were received and publicly read aloud at 2:00 pm on Monday, November 4, 2024, in the City of Ypsilanti Council Chambers. The three bids ranged from \$682,725.00 to \$810,758.52. The detailed bid tabulation is attached.

The DPS Salt Barn Stabilization and Maintenance Building Improvements bidding package included a Base Bid with two (2) Alternate Bid options for the City to consider (Alternate 1 and Alternate 2). The City has chosen to award the project with the Base Bid and Alternate 2 Bid option. The three bids for Base Bid and Alternate 2 Bid option ranged from \$465,740.31 to \$707,723.00.

OHM and the City conducted interviews with the two (2) low bidders for the Base Bid and Alternate 2 Bid option and found Heaney General Contracting, Inc. to be incapable to perform the work for Base Bid and Alternate 2 Bid option. The Summit Company, Inc. is the lowest responsive bidder on the project. All required information, including bond surety, statement of qualifications, and subcontractors listing, has been provided.

It appears The Summit Company, Inc. is capable of performing the work based on the interview, referenced projects and information provided with the statement of qualifications in the bid package. Based on the submitted information, it is recommended that the City of Ypsilanti, DPS Salt Barn Stabilization and Maintenance Building Improvements contract be awarded to The Summit Company, Inc. for the bid amount of \$551,725.00.



Should there be any questions, please contact this office at (734) 522-6711.

Sincerely,  
OHM Advisors

A handwritten signature in black ink that reads "Rachel M. Jackson". The signature is written in a cursive style with a horizontal line underneath it.

Rachel Jackson, P.E.

CC: Andrew Hellenga, City Manager  
Kent Early, PE, OHM Advisors  
Fraser Payne, PE, OHM Advisors

Attachment: Bid Tab

P:\0000\_0100\0094240010\_Salt\_Barn\_Stabilization\PM\Correspondence\DPS Stabilization Bid Results Letter.docx\

Tabulation for Bids Received on 11/4/2024  
 Salt Barn Stabilization & Maintenance Building Improvements  
 City of Ypsilanti, Washtenaw County, State of Michigan  
 OHM Job No.: 0094-24-0010

The Summit Co., Inc.  
 13191 Wayne Road  
 Livonia, MI 48150  
 Phone: (734) 261-3500

NRC Builders  
 24404 Catherine Industrial Dr Ste 300  
 Novi, MI 48375  
 Phone: (248) 442-1187

Heaney General Contracting, Inc.  
 7560 Carpenter Road  
 Ypsilanti, MI 48197  
 Phone: (734) 434-9330

Item No.	Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>BASE BID</b>								
A.	Base Bid: Salt Barn Stabilization	1	LUMP SUM	\$245,000.00	\$245,000.00	-	\$228,125.03	\$228,125.03
B.	Base Bid: Maintenance Building Stabilization	1	LUMP SUM	\$282,000.00	\$282,000.00	-	\$223,141.10	\$223,141.10
<b>Total BASE BID Amount (ITEM A + B):</b>				<b>\$ 527,000.00</b>		<b>\$ 694,723.00</b>		<b>\$ 451,266.13</b>
<b>ALTERNATE 1 BID</b>								
Alternate 1: New Roof over Maintenance area: Remove existing timber trusses and beams, furnish and install new pre-engineered wood trusses and roofing material, and eliminate construction of the roof over the electrical equipment.								
C.		1	LUMP SUM	\$131,000.00	\$131,000.00	\$99,000.00	\$99,000.00	\$345,018.21
<b>Total ALTERNATE 1 Bid Amount (ITEM C):</b>				<b>\$ 131,000.00</b>		<b>\$ 99,000.00</b>		<b>\$ 345,018.21</b>
<b>ALTERNATE 2 BID</b>								
D.	Alternate 2: Demolition of West Lean-To: Remove existing roof and walls, protect the existing slab to remain and enclose exposed knee wall.	1	LUMP SUM	\$24,725.00	\$24,725.00	\$13,000.00	\$14,474.18	\$14,474.18
<b>Total ALTERNATE 2 Bid Amount (ITEM D):</b>				<b>\$ 24,725.00</b>		<b>\$ 13,000.00</b>		<b>\$ 14,474.18</b>
<b>Total Bid Amount (ITEM A + ITEM B + ITEM C + ITEM D):</b>				<b>\$682,725.00</b>		<b>\$806,723.00</b>		<b>\$810,758.52</b>
<b>Total BASE BID and ALTERNATE 2 BID Amount (ITEM A + ITEM B + ITEM D):</b>				<b>\$551,725.00</b>		<b>\$707,723.00</b>		<b>\$465,740.31</b>

P:\0000\_0100\0094240010\_Salt\_Barn\_Stabilization\Civil\Bids\BidTab\_DPS Stabilization\_Ypsi\_0094240010.xls]Sheet1

**CONTRACT DOCUMENTS  
FOR  
SALT BARN STABILIZATION  
AND MAINTENANCE BUILDING  
IMPROVEMENTS**

**CITY OF YPSILANTI  
YPSILANTI, MI 48197**

**OHM Advisors**  
34000 Plymouth Road  
Livonia, Michigan 48150

0094-24-0010  
October 14, 2024

Salt Barn Stabilization and Maintenance Building Improvements

City of Ypsilanti

0094-24-0010

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## ADVERTISEMENT FOR BID

Salt Barn Stabilization & Maintenance Building Improvements  
City of Ypsilanti  
October 14, 2024

Sealed Bids for the Salt Barn Stabilization & Maintenance Building Improvements project will be received until 2:00 pm local time, on November 4, 2024, at the office of the City of Ypsilanti Clerk located at 1 S Huron St, Ypsilanti, MI 48197. The major items of work are as follows:

Stabilization of the Department of Public Services (DPS) Salt Barn and Maintenance Building, along with alternates for other building improvements to the maintenance building.

The Contract Documents for this project may be examined and obtained on or after 11:00 am, local time, October 14, 2024, at the BidNet direct website (formerly MITN). Complete digital project bidding documents are available at [www.questcdn.com](http://www.questcdn.com). Bidders should direct correspondence to the ENGINEER at [rachel.jackson@ohm-advisors.com](mailto:rachel.jackson@ohm-advisors.com). Bidders may register for a free membership with QuestCDN and download the digital plan documents for \$22.00. Additionally, Bidding Documents are available for viewing at the following locations:

- Michigan Infrastructure and Transportation Association, [www.mitaads.com](http://www.mitaads.com)
- Dodge Data & Analytics, [www.construction.com](http://www.construction.com)
- The Construction Association of Michigan (CAM), [www.cam-online.com](http://www.cam-online.com)
- CMD Group, [www.cmdgroup.com](http://www.cmdgroup.com)

Bid Security in the form of a Bid Bond for a sum no less than five percent (5%) of the amount of the Bid will be required with each Bid.

The OWNER reserves the right to accept any Bid, reject any Bid, or waive irregularities in Bids.

No Bid may be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receipt of the Bids.

A mandatory pre-bid meeting is scheduled on October 29, 2024, at 1:30 pm, local time at 14 W Forest, Ypsilanti, Michigan.

Tracey Boudreau, City Clerk  
City of Ypsilanti

## INSTRUCTIONS TO BIDDERS

### 1. BIDS

- A. Sealed Bids will be received as per Advertisement for Bids.
- B. Bid Forms shall be submitted only on forms provided by the ENGINEER and shall be of the type specified in the Bid Form.
- C. Bid Forms must be completed legibly in ink or by typewriter. In case of a discrepancy between the unit price and the extended amount, the unit price shown shall govern. Illegibility of any figure or word in the Bid Form may be sufficient cause for rejection of the Bid by the OWNER.
- D. Bid Forms shall be enclosed in sealed envelopes marked with the name of the project and Bidder and shall be delivered to the OWNER at the place specified in the Advertisement for Bids on or before the time specified in the Advertisement for Bids.
- E. Bid Forms shall be made in full conformity with all the conditions set forth in the drawings and in these specifications

### 2. NAME AND STATUS OF BIDDER

- A. The name and legal status of Bidder, that is, as a corporation, partnership or individual, shall be stated in the Bid Form.
- B. Anyone signing a Bid Form as an agent of another or others must submit with the Bid Form legal evidence of his authority to do so.
- C. The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state, must

be given after his signature. Phone and fax numbers are also required.

### 3. BID SECURITY

Each Bid must be in the form requested in the Advertisement for Bid. The CONTRACTOR shall complete and sign the Bid Guarantee form (page BG-1). If a Bid Bond is requested, it must be from a Treasury Listed surety company licensed to do business in the state of Michigan in the amount as stated in the Advertisement for Bid, payable to the OWNER as a guarantee on the part of the Bidder that he will, if called upon, enter into the attached Agreement.

### 4. BONDS

- A. CONTRACTOR will be required to furnish performance and payment bonds each equal to one-hundred percent (100%) of the Contract Sum. The bonds shall be the OWNER's guarantee of the faithful performance and payment of all the CONTRACTOR's obligations under the Agreement. These bonds shall remain in effect for the period as stated in each bond's provisions.
- B. Maintenance and Guarantee Bonds shall be required.

### 5. INSPECTION OF SITE

- A. Before submitting a Bid Form, each Bidder shall personally inspect the site of the proposed work to arrive at a clear understanding of the conditions under which the work is to be done.
- B. Each Bidder shall be held to have compared the premises with the Bid documents and to have satisfied himself as to conditions of the premises, existing construction and any other conditions

affecting the carrying out of the work before delivery of his Bid Form.

- C. No allowance or extra consideration on behalf of the CONTRACTOR will subsequently be allowed by reason of error or oversight on the part of the CONTRACTOR or on account of interference by the OWNER's or other CONTRACTOR's activities.

#### 6. TIME OF COMPLETION

Time of completion will be as stated in the Agreement.

#### 7. EXPLANATION TO BIDDERS BY ADDENDA

- A. Neither the OWNER nor the ENGINEER will give verbal answers to inquiries regarding the meaning or intent of the Contract Documents prior to award of the Contract. Any verbal statements regarding same by any person prior to the award shall be without legal effect.
- B. Explanations desired by Bidders shall be requested of the ENGINEER in writing and, if explanations are necessary, a reply will be made in the form of an addendum, a copy of which will be forwarded to each Bidder of Record whose work is affected.
- C. Addenda issued to Bidders prior to date of receipt of Bid Forms shall become a part of the Contract Documents, and all Bid Forms shall include the work described in the Addenda.
- D. No inquiry received within four (4) business days of the date fixed for opening of the Bids will be given consideration.
- E. Failure of the ENGINEER to send, or the Bidder to receive, any such interpretations shall not relieve the

Bidder from obligation under his Bid as submitted.

- F. Bidder of Record is defined as an individual, partnership or corporation having purchased a set of Bid Documents from the ENGINEER.

#### 8. EXPERIENCE AND FINANCIAL STATEMENT

- A. It is the intention of the OWNER to award the Contract to a contractor fully capable, both financially and as regards to experience to perform and complete the work in a satisfactory manner. Each Bidder must complete the Statement of Qualifications, which follows the Bid Form. If required by the OWNER, each Bidder under consideration may be required to submit additional evidence of qualifications.
- B. Each Bidder under consideration must be able to demonstrate that the Bidder has successfully completed projects of a similar nature and scope within the last two years.

#### 9. SUBCONTRACTORS

Bidder shall submit to OWNER a list of all subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of work as to which such identification is so required. If requested by the OWNER, the apparent successful Bidder and any other Bidder so requested, will, within ten (10) days after the day of Bid opening, submit a Statement of Qualifications with pertinent information as to similar projects and other evidence of qualification for each such subcontractor, person and organization if requested by the OWNER. If the OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed subcontractor, other person or organization, OWNER may request the apparent successful Bidder to submit an acceptable

substitute without an increase in Bid price. If the apparent successful Bidder declines to make any such substitutions, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any subcontractor, other person or organization so listed and to whom the OWNER or ENGINEER does not make written objection prior to signing of the Agreement will be deemed acceptable to the OWNER and ENGINEER.

#### 10. AWARD OF CONTRACT

The OWNER reserves the right to accept any Bid, to reject any or all Bids, and to waive defects or irregularities in any Bid for any reason or no reason at all. The OWNER also reserves the right to award some, none, or all of the Contract.

#### 11. LIQUIDATED DAMAGES/INCENTIVES

- A. If the CONTRACTOR fails to complete all the work within the time stipulated, he will be assessed liquidated damages as set forth in the Agreement.
- B. If set forth in the Agreement, incentives will be paid by OWNER to CONTRACTOR at the rate specified in the Agreement, when the work is completed prior to the time specified in the Agreement.

#### 12. TAXES

The Bidder shall include in the base Bid and shall pay all applicable federal, state and local taxes of whatever character and description.

*End of Section*

## SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

These Supplemental Instructions to Bidders (SIB) amend or supplement the Instructions to Bidders. All provisions that are not so amended or supplemented remain in full force and effect.

### A. Time of Completion & Construction Schedule

Prior to the execution of the Contract, the CONTRACTOR shall submit an outline of his proposed order of work and indicate dates for completing the work. This schedule, when approved by the OWNER, shall become part of the Contract.

A pre-construction meeting shall be arranged prior to the start of work. The CONTRACTOR shall bring a tentative schedule to the pre-construction meeting. At this time, all Contract requirements shall be reviewed.

It is anticipated that construction will begin no earlier than December 15, 2024. The CONTRACTOR shall complete the proposed work shown on the contract drawings in Appendix A by the substantial completion date. Final cleanup and final payment shall be complete by the close out date, unless otherwise directed in writing by the OWNER or its ENGINEER.

Summary of anticipated dates:

Contract Award .....	November 12, 2024
Start of Construction.....	December 15, 2024
Completion of Base Bid Item A: Salt Barn Stabilization	March 31, 2025
Substantial Completion .....	August 30, 2025
Final Completion.....	September 15, 2025

All requests for extensions of time shall be submitted in writing in accordance with Section 15 of the General Conditions. Such requests shall:

1. Detail the reason for the request.
2. Provide a realistic revised completion date.
3. Indicate any other areas that may be impacted by such an extension.

The CONTRACTOR shall request a deadline extension as soon as it has become apparent the completion date is unreasonable. In no case will a request be considered if it is submitted after the originally required completion date has passed.

The CONTRACTOR shall operate around the Department of Public Services (DPS) operations.

The CONTRACTOR shall prioritize the completion of the salt barn in order to ensure DPS staff can access the barn and store salt during the winter season.

### B. Project Financial Information

## LIVING WAGE

---

- A. (1) Living wages be paid according to the Ypsilanti Living Wage Ordinance No. 892 (The Ordinance), and
  - (2) Suitable notices be posted in the work place; and
  - (3) Evidence of compliance including payroll records be provided to the Ypsilanti Personnel Department within 10 days of written request from the Ypsilanti Personnel Department.
- B. In the event of violation of the provision of The Ordinance or this Contract this Contract may be modified or terminated to comply with the provisions of The Ordinance, including withholding of moneys in amount equal to Living Wages not paid in accordance with The Ordinance and the City may also take action to recover the amount of the Contract provided to any person found to have violated The Ordinance.
- C. Any employee shall have a separate cause of action to enforce the provisions of this Contract and The Ordinance and any rights conferred under The Ordinance, in law and or equity, and any court of competent jurisdiction upon proper proof and the prevailing of the employee in such action, shall award actual damages, wage restitution, interest and actual attorney fees.
- D. The City shall have the right to enforce this Contract and The Ordinance in law or equity by court process including specific performance.
- E. The CONTRACTOR has knowledge of and agrees to comply with the provisions of the Ypsilanti City Ordinance 892, Living Wage.

### C. Equal Opportunity

The CONTRACTOR has knowledge of and agrees to comply with the provisions of the Ypsilanti City Ordinance 538, Affirmative Action. The documents are included in the Appendix. They must be completed and returned with each bid.

### D. Pre-bid Meeting

An in-person pre-bid meeting is scheduled for this project on October 29, 2024, at 1:30 pm local time at the project site located at 14 W Forest, Ypsilanti, Michigan. Attendance at the pre-bid meeting is mandatory.

### E. Contractor Qualifications

Pages SQ-1-3 must be filled out by the bidder. If all of these pages are not complete the bid will be treated as incomplete and will not be considered.

## INSURANCE SPECIFICATIONS

### 1. LIABILITY OF CONTRACTOR

The Contractor shall take all responsibility for the work and shall provide barricades, watchmen and lights, and take all precautions for preventing injuries to persons and property on or about the work; shall bear all losses resulting to him on account of the amount or character of the work or because the nature of the ground in which the work is done is different from what was estimated or expected, or on account of weather, floods, elements or other cause; and shall assume defense of, indemnify and save harmless the party of the first part and its individual officers and agents from all claims relating to labor, equipment and materials furnished for the work, inventions, patents and patent rights used in doing the work, also to injuries to any person or property received or sustained by or from the CONTRACTOR, his agents or employees.

The mention of any specific duty or liability of the CONTRACTOR in any part of the specifications shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the CONTRACTOR by the specifications.

### INDEMNIFICATION - HOLD HARMLESS AGREEMENT

The CONTRACTOR agrees to indemnify, defend, and save harmless the OWNER and ENGINEER, their consultants, agents, and employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the OWNER and ENGINEER, their consultants, agents, and employees for damages to property and for damages because of bodily injury, including death at any time resulting therefrom, arising out of or in consequence of the performance of this work, whether such injuries to persons or damage to property is due, or claimed to be due, to the negligence of the CONTRACTOR, his subcontractors, the OWNER, the ENGINEER, and their consultants, agents, and employees, except only such injury or damage as shall have been occasioned by the sole negligence of the

OWNER, the ENGINEER, and their agents and/or consultants.

### COMPOSITION OF THE CONTRACTOR

If the CONTRACTOR hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

### 2. INSURANCE

#### 2.1. Insurance Required of the CONTRACTOR:

Prior to commencement of work, the CONTRACTOR shall purchase and maintain during the term of the project such insurance as will protect him, the OWNER(s), and Orchard, Hiltz & McCliment, Inc., Consulting Engineers, from claims arising out of the work described in this Contract and performed by the CONTRACTOR, subcontractor(s) or sub-subcontractor(s) consisting of:

2.1.1. Workers' Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation Statutes of the states in which work is conducted under this Contract; disability benefit laws, if any; or Federal compensation acts such as U.S. Longshoremen or Harbor Workers', Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by the regulatory authorities in the state in which work on this project is performed are acceptable.

2.1.2. A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property including loss of use thereof, including the following exposures:

- A. All premises and operations.
- B. Explosion, collapse and underground damage.

- C. Contractor's Protective coverage for independent contractors or subcontractors employed by him.
- D. Contractual Liability for the obligation assumed in the Indemnification or Hold Harmless agreement found under Part I of this Section.
- E. The usual Personal Injury Liability endorsement with no exclusions pertaining to employment.
- F. Products and Completed Operations coverage. This coverage shall extend through the contract guarantee period.

2.1.3. A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles. In light of the standard policy provisions concerning (a) loading and unloading, and b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that Comprehensive General Liability and Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.

2.1.4. CONTRACTOR will purchase for the OWNER an Owner's Protective Liability policy to protect the OWNER; the ENGINEER (Orchard, Hiltz & McCliment, Inc.); their consultants, agents, employees and such public corporations in whose jurisdiction the work is located for their contingent liability for work performed by the CONTRACTOR, the subcontractor(s) or the sub-subcontractor(s) under this Contract.

2.1.5. CONTRACTOR shall purchase a Builder's Risk-Installation Floater in a form acceptable to the OWNER covering property of the project for the full cost of replacement as of the time of any loss which shall include, as named insureds, (a) the CONTRACTOR, (b)

all subcontractors, (c) all sub-subcontractors, (d) the OWNER, and Orchard, Hiltz & McCliment, Inc., Consulting Engineers, as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this Contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured(s). Coverage shall be effected on an "All Risk" form, including but not limited to the perils of fire, wind, collapse, vandalism, theft and earthquake, with exclusions normal to the cover. The CONTRACTOR may arrange for such deductibles as he deems to be within his ability to self-assume, but he will be held solely responsible for the amount of such deductible and for any co-insurance penalties. Any insured loss shall be adjusted with the OWNER and CONTRACTOR and paid to the OWNER and CONTRACTOR as Trustee for the other insureds.

#### 2.1.6. Umbrella or Excess Liability

The OWNER or its representative may, for certain projects, require limits higher than those stated in paragraph. 2.2 that follows. CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the CONTRACTOR's general liability and to his automobile liability insurance.

#### 2.1.7. Railroad Protective Liability

Where such an exposure exists, the CONTRACTOR will provide coverage in the use of each railroad company having jurisdiction over rights-of-way across which work under the Contract is to be performed. The form of policy and limits

of liability shall be determined by the railroad company(ies) involved.

2.2.6. Umbrella or Excess Liability

\$2,000,000

2.2. Limits of Liability

The required limits of liability for insurance coverages requested in Section 2.1 shall be not less than the following:

2.2.1. Worker's Compensation

Coverage A Compensation	Statutory
Coverage B Employer's Liability	\$100,000

2.2.2. Comprehensive General Liability

Bodily Injury - Each Occurrence	\$500,000
Bodily Injury - Aggregate (Completed Operations)	\$500,000
Property Damage - Each Occurrence	\$100,000
Property Damage - Aggregate or combined single limit	\$500,000 \$1,000,000

2.2.3. Comprehensive Automobile Liability

Bodily Injury	\$500,000
Property Damage or combined single limit	\$200,000 \$1,000,000

2.2.4. Owner's Protective

Bodily Injury- Each Occurrence	\$1,000,000
Property Damage- Each Occurrence	\$250,000
Property Damage- Aggregate or combined single limit	\$500,000 \$1,500,000

2.2.5. Builder's Risk-Installation Floater

Cost to replace at time of loss

2.3. Insurance - Other Requirements

2.3.1. Notice of Cancellation or Intent Not to Renew

Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the OWNER and the ENGINEER of cancellation or of intent not to renew.

2.3.2. Evidence of Coverage

Prior to the commencement of work, the CONTRACTOR shall furnish to the OWNER, Certificates of Insurance in force on the Owner's Form of Certificate provided. Other forms of certificate are acceptable only if (1) they include all items prescribed in the Owner's Form of Certificate, including agreement to cancellation provisions outlined in Paragraph 2.3.1 above, and (2) they have the written approval of the OWNER and ENGINEER. The OWNER reserves the right to request complete copies of the policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies," and so designated.

A. Insurance Required for the CONTRACTOR

- i. Workers' Compensation and Employers' Liability Comprehensive General Liability, including:
  - a. All premises and operations.
  - b. Explosion, collapse, and underground damage.
  - c. Contractors' Protective.
  - d. Contractual Liability for obligations assumed in the Indemnification-Hold Harmless agreement of this contract.
  - e. Personal Injury Liability.
  - f. Products and Completed Operations.
- ii. Comprehensive Automobile Liability, including owned, non-owned, and hired vehicles.
- iii. Umbrella or Excess Liability.

B. Insurance Required for the OWNER

Owners' Protective Liability which names as insured(s) the OWNER; the ENGINEER, Orchard, Hiltz & McCliment, Inc.; their consultants, agents, employees and such public corporations in whose jurisdiction the work is located.

C. Insurance Required for the CONTRACTOR and the OWNER

Builders Risk-Installation Floater which names as insured(s) the OWNER; the ENGINEER, Orchard, Hiltz & McCliment, Inc.; their consultants, agents and employees; the CONTRACTOR and all subcontractors.

2.3.3. Qualification of Insurers

In order to determine the financial strength and reputation of insurance carriers, all companies providing coverages required shall be licensed or approved by the Office of Financial and Insurance Services of the State of Michigan. The company shall also have a financial rating not lower than X and a policyholder's service rating no lower than A as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than A:X will be acceptable only upon the written consent of the OWNER

*End of Section*

# BID FORM

## Salt Barn Stabilization and Building Maintenance Improvements City of Ypsilanti

THIS BID IS SUBMITTED TO:

City of Ypsilanti

1 S Huron St

Ypsilanti, MI 48197

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Bidder accepts all of the terms and conditions of the Advertisement to Bid, Instructions to Bidders and Supplemental Instructions to Bidders.

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addenda No.	Addenda Date	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

- B. Bidder has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplemental Instructions to Bidders, and (2) reports and drawings of a hazardous environmental condition, if any, which has been identified in the Supplemental Instructions to Bidders.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be

employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, exploration, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**BID FORM for**  
**DPS Salt Barn Stabilization & Maintenance Building Improvements**  
**City of Ypsilanti, Washtenaw County, State of Michigan**  
**OHM Job No.: 0094-24-0010**

Item	Description	Estimated Quantity	Unit	Price	Amount
<b>BASE BID</b>					
A.	Base Bid: Salt Barn Stabilization	1	LUMP SUM	\$ _____	\$ _____
B.	Base Bid: Maintenance Building Stabilization	1	LUMP SUM	\$ _____	\$ _____
<b>Total BASE BID Amount (ITEM A + B):</b>					<b>\$ _____</b>
 <b>ALTERNATE 1 BID</b>					
Alternate 1: New Roof over Maintenance area: Remove existing timber trusses and beams, furnish and install new					
C.	pre-engineered wood trusses and roofing material, and eliminate construction of the roof over the electrical equipment.	1	LUMP SUM	\$ _____	\$ _____
<b>Total ALTERNATE 1 Bid Amount (ITEM C):</b>					<b>\$ _____</b>
 <b>ALTERNATE 2 BID</b>					
Alternate 2: Demolition of West Lean-To: Remove existing					
D.	roof and walls, protect the existing slab to remain and enclose exposed knee wall.	1	LUMP SUM	\$ _____	\$ _____
<b>Total ALTERNATE 2 Bid Amount (ITEM D):</b>					<b>\$ _____</b>
 <b>Total Bid Amount (Base Bid [Item A + B] + Alternate 1 [Item C] + Alternate 2 [Item D]):</b>					<b>\$ _____</b>

---

Written Total Bid Amount (Base Bid + Alternate 1 + Alternate 2)

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price bid items will be based on actual quantities constructed in accordance with the Contract Documents.

Bidder agrees that the Work will be Substantially Complete on or before August 30, 2025, and completed and ready for final payment in accordance with the General Conditions on or before September 15, 2025.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

The following documents are attached to and made a condition of this Bid:

- Bid Guarantee (circle one): Certified or Cashier's Check or Bid Bond
- Statement of Qualifications
- Subcontractor Listing
- Legal Status of Bidder

SUBMITTED on \_\_\_\_\_, 20 \_\_\_\_\_

State Contractor License No. \_\_\_\_\_ . (If applicable)

If Bidder is:

**An Individual**

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**A Partnership**

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**A Corporation**

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_ (CORPORATE SEAL)  
*(Signature of Corporate Secretary)*

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Date of Qualification to do business is: \_\_\_\_\_

**A Joint Venture**

Joint Venture Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of joint venture partner – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title:

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Joint Venture Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of joint venture partner – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title:

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Phone and FAX Number, and Address for receipt of official communications.

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

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

## BID GUARANTEE

The undersigned attaches bid security in the form of a BID BOND / CERTIFIED CHECK / CASHIER'S CHECK (Circle one) in the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

The undersigned agrees, if awarded the Contract, to deliver the executed Agreement and bonds and furnish evidence of insurance within fourteen (14) business days after the date of the Notice of Award. And to complete the proposed work within the time specified in the Bid Form.

If the Bid is accepted by the OWNER, and the undersigned shall fail to enter into the Agreement as aforesaid and to furnish the required surety bonds within fourteen (14) business days after Notice of Award, the Bid Bond in the amount of \$\_\_\_\_\_ accompanying this Bid shall be considered due and payable to the OWNER.

If the undersigned enters into the Agreement in accordance with this Bid or if his Bid is rejected, then the accompanying Bid Guarantee shall be voided.

In submitting this Bid, it is understood that the right is reserved by the OWNER to reject any or all bids, to waive irregularities and/or formalities and, in general, to make award in any manner deemed by it, in its sole discretion, to be in the best interest of the OWNER.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

Authorized Signature of Bidder:

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

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

(SEAL)

**BID BOND**

BIDDER (Name and Address):

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

---

---

---

OWNER (Name and Address):

City of Ypsilanti

---

1 S Huron St

---

Ypsilanti, MI 48197

---

BID

BID DUE DATE: November 4, 2024

PROJECT (Brief Description Including Location):

The work to be done includes the stabilization of the DPS Salt Barn and maintenance building for safe use and the prevention of further lateral movement, as well as roof replacement for the center-bay of the maintenance building.

BOND

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

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

PENAL SUM: \_\_\_\_\_  
(Words) (Figures)

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

BIDDER

SURETY

(Seal)

(Seal)

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

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

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

(Attach Power of Attorney)

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

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

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

*End of Section*

## STATEMENT OF QUALIFICATIONS

Bidder must answer all questions. If more space is needed to complete a question, attach a separate sheet. Bidder may submit any additional information.

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_

Number of years operating under your present name: \_\_\_\_\_

Bonding Capacity: \_\_\_\_\_

Bonding Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Prequalified by MDOT to bid on projects of this magnitude and type of work

(circle one) YES NO                      Prequalification Number: \_\_\_\_\_

General nature of work performed by your company: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Background and experience of the principal members of your organization including officers:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Major equipment available for this contract: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CURRENT PROJECTS:

	Project	Project	Project
Name:	_____	_____	_____
Owner:	_____	_____	_____
Contact Person:	_____	_____	_____
Phone:	_____	_____	_____
Contract Amount:	_____	_____	_____
Completion Date:	_____	_____	_____
% Complete:	_____	_____	_____

COMPLETED PROJECTS:

	Project	Project	Project
Name:	_____	_____	_____
Owner:	_____	_____	_____
Contact Person:	_____	_____	_____
Phone:	_____	_____	_____
Contract Amount:	_____	_____	_____
Date Completed:	_____	_____	_____

Additional information that may be pertinent to demonstrate your ability to complete this project.

---

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Has your company defaulted on a contract? \_\_\_\_\_

If yes, where and why? \_\_\_\_\_

\_\_\_\_\_

I hereby certify that the above answers are correct and true.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Number of additional sheets attached: \_\_\_\_\_

## SUBCONTRACTOR LISTING

Bidder submits to use the following subcontractors for performance of the work in accordance with Article 9 of the Instructions to Bidders.

Note to Bidder: List all work you propose to sublet on this Contract. Include each subcontractors name, address, phone, fax and e-mail address. Also include a description of work to be performed by subcontractor. For example: restoration, landscaping, lighting, signage, bore and jack, etc. List approximate dollar value of the subcontract.

NAME, ADDRESS & PHONE NO. OF SUBCONTRACTOR	DESCRIPTION OF WORK	APPROXIMATE DOLLAR VALUE OF SUBCONTRACT
		\$ _____
Phone: _____		
FAX: _____		
E-mail _____		
		\$ _____
Phone: _____		
FAX: _____		
E-mail _____		

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

E-mail \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

E-mail \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

E-mail \_\_\_\_\_

**IRAN LINKED BUSINESS CERTIFICATION**

Pursuant to Michigan Public Act 517 of 2012, any Bidder that submits a bid on a request for proposal with City of Ypsilanti shall certify that Bidder is not an Iran linked business. An Iran linked business is not eligible to submit a bid on a request for proposal with City of Ypsilanti. See attached definitions regarding this certification.

The undersigned Bidder does hereby certify, pursuant to Michigan Public Act 517 of 2012, that:

Bidder is not a person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, or

Bidder is not a financial institution that extends credit to another person if that person will use the credit to engage in investment activities in the energy sector of Iran.

Date: \_\_\_\_\_

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

Its: \_\_\_\_\_

Subscribed and sworn to before me, a Notary Public on this \_\_\_\_\_ day of \_\_\_\_\_, .

Notary Public \_\_\_\_\_

\_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

## DEFINITIONS

- (A) “Energy sector of Iran” means activities to develop petroleum or natural gas resources or nuclear power in Iran.
- (B) “Investment” means 1 or more of the following:
- i. A commitment or contribution of funds or property.
  - ii. A loan or other extension of credit.
  - iii. The entry into or renewal of a contract for goods or services.
- (C) “Investment activity” means 1 or more of the following:
- i. A person who has an investment of \$20,000,000.00 or more in the energy sector of Iran.
  - ii. A financial institution that exceeds \$20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit for investment in the energy sector of Iran.
- (D) “Iran” means any agency or instrumentality of Iran.
- (E) “Iran linked business” means either of the following:
- i. A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
  - ii. A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.
- (F) “Person” means any of the following:
- i. An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.
  - ii. Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c) (3) of the international financial institutional act, 22 USC 262r(c) (3).
  - iii. Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (i) or (ii).
- (G) “Public entity” means this state or an agency or authority of this state, school district, community college district, intermediate school district, city, village, township, county, public authority, or public airport authority.

# AGREEMENT

This AGREEMENT is by and between City of Ypsilanti (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

## ARTICLE 1 WORK

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

The work to be done includes the stabilization of the DPS Salt Barn and maintenance building for safe use and the prevention of further lateral movement, as well as roof replacement for the center-bay of the maintenance building.

## ARTICLE 2 THE PROJECT

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

Salt Barn Stabilization

## ARTICLE 3 ENGINEER

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

## ARTICLE 4 CONTRACT TIMES

4.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed on or before August 30, 2025, and completed and ready for final payment on or before September 15, 2025.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 15 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$800.00/day for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$800.00/day for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

A. For all work other than Unit Price Work, a Lump Sum of:

All specific cash allowances are included in the above price.

As provided in Article 13 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in Article 23 of the General Conditions.

## ARTICLE 6 PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

CONTRACTOR shall be paid in accordance with Article 14 of the General Conditions.

## ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Work.

CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplemental Instructions to Bidders and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in the Supplemental Instructions to Bidders.

CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

CONTRACTOR does not consider that any further examinations, investigations, exploration, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 8 CONTRACT DOCUMENTS

### 8.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance and Guarantee Bond;
5. General Conditions;
6. General Specifications;
7. Technical Specifications as listed in the table of contents of the Project Manual;
8. Appendices (excluding geotechnical reports);
9. Drawings: NA
10. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive);
11. Exhibits to the Agreement (enumerated as follows):
  - a. Documentation submitted by CONTRACTOR prior to Notice of Award (pages \_\_\_ to \_\_\_, inclusive);
  - b. \_\_\_\_\_
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Written Amendments;
  - b. Work Orders;
  - c. Change Order(s).

The documents listed in paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8.

## ARTICLE 9 MISCELLANEOUS

### 9.01 Terms

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

### 9.02 Assignment of Agreement

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

limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 9.03 Successors and Assigns

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

#### 9.04 Severability

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

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

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

OWNER:

CONTRACTOR:

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

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

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices: \_\_\_\_\_

Address for giving notices: \_\_\_\_\_

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

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

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER – CONTRACTOR Agreement)

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

(Where applicable)

Agent for service of process: \_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

FAX: \_\_\_\_\_

## PERFORMANCE BOND

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

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

OWNER:  
City of Ypsilanti  
1 S Huron St  
Ypsilanti, MI 48197

### CONTRACT

Date:  
Amount:  
Description: Salt Barn Stabilization  
City of Ypsilanti

### BOND

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

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

CONTRACTOR AS PRINCIPAL	SURETY
Company: _____ (Corp. Seal)	Company: _____ (Corp. Seal)
Signature: _____	Signature: _____
Name & Title: _____	Name & Title: _____ (Attach Power of Attorney)

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

CONTRACTOR AS PRINCIPAL	SURETY
Company: _____ (Corp. Seal)	Company: _____ (Corp. Seal)
Signature: _____	Signature: _____
Name & Title: _____	Name & Title: _____ (Attach Power of Attorney)

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
  - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
  - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
  - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
    - 3.3.1. The Surety in accordance with the terms of the Contract;
    - 3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
  - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
    - 4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefore to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefore.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on the Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
  - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
  - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in

the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on the bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was being performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a

statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price:  
The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR or any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: the agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the contract or to perform and complete or comply with the other terms thereof.

*End of Section*

PAYMENT BOND

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

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

OWNER: City of Ypsilanti 1 S Huron St Ypsilanti, MI 48197

CONTRACT Date: Amount: Description: Salt Barn Stabilization City of Ypsilanti

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

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

CONTRACTOR AS PRINCIPAL SURETY Company: (Corp. Seal) Signature: Name and Title: (Attach Power of Attorney)

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

CONTRACTOR AS PRINCIPAL SURETY Company: (Corp. Seal) Signature: Name & Title: (Attach Power of Attorney)

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
    - 4.2.1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    - 4.2.2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
    - 4.2.3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR

furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addressee shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in

the location where the Contract was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

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

#### 15. DEFINITIONS

15.1. Claimant: an individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, material or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

*End of Section*

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN )
)SS.
COUNTY OF \_\_\_\_\_ )

The undersigned, \_\_\_\_\_, CONTRACTOR, hereby represents that on \_\_\_\_\_, 20\_\_\_\_ he (it) was awarded a Contract by City of Ypsilanti hereinafter called the OWNER, to construct Salt Barn Stabilization in accordance with the terms and conditions of Contract No. \_\_\_\_\_; and the undersigned further represents that the subject work has now been accomplished and the said Contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of said Contract has been fully or satisfactorily secured, and that all claims from subcontractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from performance of said Contract, have been fully paid or satisfactorily secured. The undersigned further agrees that if any such claim should hereafter arise, he (it) shall assume responsibility for same immediately upon request to do so by the OWNER.

The undersigned, for a valuable consideration, receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the OWNER.

This affidavit is freely and voluntarily given with full knowledge of the facts on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ .

\_\_\_\_\_  
Contractor  
By: \_\_\_\_\_  
Title \_\_\_\_\_

Subscribed and sworn to before me, a Notary Public in and for \_\_\_\_\_ County, Michigan, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ .

Notary Public: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

CONTRACTOR'S DECLARATION

I HEREBY DECLARE THAT I HAVE NOT, during the period

\_\_\_\_\_ to

\_\_\_\_\_ A.D., 20 \_\_\_\_\_ performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for or claim compensation from City of Ypsilanti or his agents, in addition to the regular items set forth in the Contract numbered \_\_\_\_\_ and dated \_\_\_\_\_ A.D., 20 \_\_\_\_\_ for the Agreement executed between myself and the OWNER, and in the Change Orders for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There (is) (is not) an itemized statement attached.

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

# SWORN STATEMENT

State of Michigan

County of: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ (deponent) being duly sworn deposes and says:

1. That \_\_\_\_\_ is the Contractor/Subcontractor for an improvement to the property described on the following page.
2. That the following is a statement of each subcontractor and supplier and laborer, for which the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the Contractor/Subcontractor has Contracted/Subcontracted for performance under the Contract with the Owner or Lessee of the property, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names as follows:

Name of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Amount of Laborer Wages Due but Unpaid	Amount of Labor, Fringe Benefits & Withholdings due but Unpaid

The contracts or subcontracts cited herein are for improvement to the following described real property situated in Washtenaw County, Michigan, described as:

(Insert legal description of property) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Commonly known as:

Salt Barn Stabilization

OHM Job Number:

0094-24-0010

- 3. That the Contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.
- 4. Deponent further says that he makes the foregoing statement as the Contractor/Subcontractor or as Controller of the Contractor/Subcontractor for the purpose of representing to the owner of the above described premises and his agents that the above described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: An Owner of the above described property may not rely on this sworn statement to avoid the claim of a Subcontractor, Supplier or Laborer who has provided a Notice of Furnishing (or a Laborer who may provide a Notice of Furnishing pursuant to Section 109 of the Construction Lien Act) to the Designee or to the Owner if the Designee is not named or has died.

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

Signature of Deponent

WARNING TO DEPONENT: A person, who with intent to defraud, gives a false sworn statement is subject to criminal penalties as provided in Section 110 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1110 of the Michigan Compiled Laws.

Subscribed and sworn to before me on: \_\_\_\_\_ in \_\_\_\_\_ County, Michigan

My commission expires: \_\_\_\_\_ Signature: \_\_\_\_\_

# GENERAL CONDITIONS

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## General

### 1. DEFINITIONS

The following terms as used in the Contract Documents are respectively defined as follows:

“Agreement”: The written document between the OWNER and the CONTRACTOR concerning the work to be performed.

“Change Order” - A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

“Contract” – The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

“CONTRACTOR”: The person, firm or corporation to whom the Contract is awarded by the OWNER and who is subject to the terms thereof and party of the second part of the Agreement.

“ENGINEER”: Orchard, Hiltz & McCliment, Inc., Livonia, Michigan

“Construction Observer”: The authorized representative of ENGINEER who is assigned to the site or any part thereof.

“OWNER”: The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement: and for whom the work is to be provided; and the party of the first part of the Contract.

“Project Manual” – The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

“Specifications” - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

“Subcontractor”: A person, firm or corporation having a direct contract with CONTRACTOR or with any other subcontractor for the performance of a part of the Work at the site.

“Supplier”: A manufacturer, fabricator, supplier, distributor, material man or vendor.

“Supplemental Conditions”: The part of the Contract Documents that amends or supplements the General Conditions and/or the Insurance Specifications and the Bond Requirements.

“Work” - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

“Written Notice”: Shall be deemed to have been “duly served” when such notice shall have been given or mailed to the CONTRACTOR or his superintendent at the site of the Work or when such notice shall have been given or mailed to the OWNER.

### 2. CONTRACT DOCUMENTS

The original and three counterparts of the Contract shall be signed by the OWNER and the CONTRACTOR.

The Work under this Contract shall consist of the items listed in the Bid Form, including all incidentals necessary to fully complete the project in accordance with the Contract Documents. The Contract Documents shall consist of the Advertisement, Instructions to Bidders, Supplemental Instructions to Bidders, Supplemental Specifications, Bid Form, Project Plans and Drawings, Standard Plans and Details, Technical Specifications,

General Conditions, General Specifications, Method of Payment, Insurance, Bonds and Agreement.

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR. The Contract Documents are complimentary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include in the Contract Price the cost of all labor and material, water, fuel, tools, plant, equipment, light, transportation and all other expenses that may be necessary for the proper execution and completion of the Work.

### 3. BONDS

The CONTRACTOR shall furnish a surety bond (form included) in an amount at least equal to 100 percent of the Contract Price as security for faithful performance of this Contract. CONTRACTOR shall also furnish a separate surety bond (form included) in an amount at least equal to 100 percent of the Contract Price as security for the payment of all persons performing labor on the project under this Contract, and furnishing materials in connection with this Contract. The Surety on each such bond shall be a duly authorized surety company satisfactory to the OWNER.

The CONTRACTOR shall furnish a Maintenance and Guarantee Bond (form included) covering all Work under this Contract. The guarantee is to cover fifty percent (50%) of the contract amount for a period of two (2) years subsequent to the date of final payment unless otherwise specified.

Should any Surety upon any bond furnished in connection with this Contract become unacceptable to the OWNER, or if any such Surety shall fail to furnish reports as to his financial condition from time to time as requested by the ENGINEER, the CONTRACTOR must promptly furnish such additional security as may be required from time to time by the ENGINEER to protect the interests of the OWNER or persons supplying labor or materials in the

prosecution of the Work contemplated by the Contract.

### 4. CONTRACT DRAWINGS & SPECIFICATIONS

The original drawings prepared by the ENGINEER and included in the Contract Documents may be supplemented by other drawings furnished by the CONTRACTOR and approved by the ENGINEER or supplied to the CONTRACTOR by the ENGINEER during progress of the Work as he may deem to be necessary or expedient. All such supplementary Contract Drawings or instructions are intended to be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. Therefore, no extra charge will be allowed on a claim that particular supplemental contract drawings or instructions differed from the Contract Documents, incurring extra work, unless CONTRACTOR has first brought the matter, in writing, to the ENGINEER's attention for proper adjustment before starting on the work covered by such, and has received from the ENGINEER an order, in writing, to so proceed.

These original and supplemental drawings constitute the drawings according to which the Work is to be done. The CONTRACTOR shall keep at the site of the Work an approved or confirmed copy of all drawings and specifications, and shall at all times give the ENGINEER and OWNER access thereto.

### 5. COORDINATION OF CONTRACT DOCUMENTS

In case of discrepancy, figured dimensions shall govern over scaled dimensions and the parts of the Contract will prevail over all other parts of the following order:

Supplemental Specifications

Supplemental Instructions to Bidders

Instructions to Bidders

Bid Form

Project Plans and Drawings

Standard Plans & Details

Method of Payment

Technical Specifications

General Conditions

General Specifications

Insurance Specifications and Bond Forms

The CONTRACTOR shall not take advantage of any apparent error or omission in the Contract Documents, and if any inconsistency, omission, or conflict is discovered in the Contract Documents, or if in any place the meaning of the Contract Documents is obscure, uncertain, or in dispute, the ENGINEER will decide as to the true intent.

Information regarding site of the Work given in drawings and specifications has been obtained by the ENGINEER and is believed to be reasonably correct, but the OWNER does not warrant either the completeness or accuracy of such information, and it is the CONTRACTOR's responsibility to verify all such information.

## 6. PRECONSTRUCTION MEETING

A preconstruction meeting will be held prior to the beginning of any work. The ENGINEER will schedule the meeting as soon as possible after acceptable executed Contract Documents are received from the CONTRACTOR.

Notice of the meeting will be made to the OWNER, the CONTRACTOR, and to the following applicable entities, contingent upon their interest in the project:

Utility Companies

County Road Commission

Michigan Department of Transportation (MDOT)

Michigan Department of Labor-Safety Division

Railroad Companies

Other State, Local and County Agencies

The purpose of the preconstruction meeting is to discuss particular procedures and potential problem areas. The CONTRACTOR is given updates on the conditions of the proposed construction and what is expected as to proper notification in the event of damage to existing utilities.

The CONTRACTOR shall submit in writing at the preconstruction meeting the following information:

Schedule of construction

Sources of materials

Final list of subcontractors

The designated safety officer on the job

Superintendent for the project

Foreman in charge on the job site

Emergency and after hours phone numbers for CONTRACTOR, including Safety Officer, Superintendent and Foreman.

Approval by ENGINEER and OWNER of any construction schedule indicating completion of the work in less time than allotted by the Contract shall not be construed as an acknowledgment, either express or implied, that the work can be completed within the time shown on this schedule, and shall not under any circumstances give rise to a cause of action for damages by the CONTRACTOR.

## 7. REUSE OF DOCUMENTS

Neither CONTRACTOR nor any subcontractor or supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the drawings, specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

## 8. AVAILABILITY OF LANDS

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Permission to use private property shall be obtained prior to any such use by the CONTRACTOR. Written evidence of such permission shall be given to the ENGINEER prior to any such use.

## 9. PHYSICAL CONDITIONS

Reference is made to the Supplemental Instructions to Bidders for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by the ENGINEER in preparation of the drawings and specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

## 10. GENERAL REQUIREMENTS OF MATERIALS & WORKMANSHIP

In the specifications where a particular material or piece of equipment is specified by reference to some particular make or type, or equal, it is not the intent to limit competition but to set up by such reference a standard of quality most easily understood and defined. If materials or equipment of other make or type other than that specified by name are offered by CONTRACTOR they will be given full consideration by the ENGINEER, and the ENGINEER's decision will be final as to whether the materials or equipment offered are equal to those specified.

Unless otherwise stipulated in the specifications, all equipment, materials and articles incorporated in the Work covered by this Contract are to be new and of the best grade of their respective kinds for the

purpose. The CONTRACTOR shall, if required, furnish such evidence as to kind and quality of materials as the ENGINEER may require.

The CONTRACTOR shall furnish suitable tools and building appliances and employ competent labor to perform the work to be done, and any labor, tools or appliances that shall not, in the judgment of the ENGINEER, be suitable or competent to produce this result may be ordered from the Work by him, and such labor, tools or appliances shall be substituted therefore by the CONTRACTOR as will meet with the approval of the ENGINEER.

If not otherwise provided, material or work called for in this Contract shall be furnished and performed in accordance with well-known established practice and standards recognized by architects, engineers and the trade.

## 11. SHOP DRAWINGS & SPECIAL DRAWINGS

Where called for in the specifications, CONTRACTOR shall submit to the ENGINEER for approval in not less than five copies, details, specifications, cuts and drawings of such equipment and structural work as may be required. CONTRACTOR shall make any changes or alterations required by the ENGINEER and resubmit same without delay. Approval of the ENGINEER shall not relieve the CONTRACTOR of responsibility for errors in the drawings, as the ENGINEER's checking is intended to cover compliance with the drawings and specifications and not to enter into every detail of the shop work. No work shall be undertaken until the ENGINEER has approved the shop drawings.

When the work of the CONTRACTOR is of a nature originating with it, full general and detail drawings shall be furnished to the ENGINEER on 24" x 36" size sheets of polyester film base which shall, upon approval, become the property of the OWNER.

It is understood that approval by the ENGINEER of CONTRACTOR's drawings, whether general or detailed, is a general approval relating only to their sufficiency and compliance with waiver of errors, discrepancies or omissions.

## 12. CHANGES IN QUANTITIES OR PLANS

The OWNER reserves the right to make, by written order, at any time during the Work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the Surety, and by signing a work order or authorization, the CONTRACTOR agrees to perform the Work as altered and agrees to accept, as payment in full for such Work, the monetary amounts set forth in such written order as balanced by OWNER. In addition, by signing a written order, the CONTRACTOR releases the OWNER from any and all claims for compensation with regard to the items of work specified in the written order; including, but not limited to, any and all claims for delay and overhead, unless the OWNER is notified in writing at the time of signing the authorization that the CONTRACTOR refuses to release the OWNER from such claims. All increases in quantities of work which appear in the Contract as pay items shall be paid for at the Contract Unit Prices. Decreases in quantities included in the Contract shall be deducted from the Contract at the Contract Unit Prices.

## 13. ESTIMATED QUANTITIES

The quantities of various classes of work to be done and materials to be furnished under this Contract, which have been estimated as stated elsewhere herein, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for work under this Contract; and neither the OWNER nor the ENGINEER is to be held responsible should any of the said estimated quantities be found incorrect during the construction of the work; and the

CONTRACTOR shall make no claim for anticipated profit, nor for loss of profit, because of a difference between the quantities of the various classes of work actually done or materials actually delivered, and the estimated quantities as herein stated.

## 14. PAYMENTS

Payments for work completed, as recommended by the ENGINEER, will be made as specified herein.

### Partial Payments

CONTRACTOR shall submit to OWNER an application for each payment and shall submit a Contractor's Declaration declaring that he has not performed any work, furnished any material, sustained any loss, damage or delay for any reasons, including soil conditions encountered or created, or otherwise done anything for which he will ask, demand, sue for, or claim compensation from the OWNER other than as indicated on the Contractor's Declaration and shall, if required, submit receipts or other vouchers showing his payments for materials and labor, including payments to subcontractors.

Payments, based on progress estimates, will be made on a monthly basis on work completed during the preceding month, less retainage held in accordance with Public Act No. 524 of 1980.

The retainage shall be as follows:

Not more than ten percent (10%) of the dollar value of all work in place until work is fifty percent (50%) in place.

After the work is fifty percent (50%) in place, additional retainage shall not be withheld unless the OWNER determines that the CONTRACTOR is not making satisfactory progress, or for other specific cause relating to the CONTRACTOR's performance under the Contract. If the OWNER so determines, then the retainage amount shall not be more than ten percent (10%) of the dollar value of work more than fifty percent (50%) in place.

Retainage shall be released to CONTRACTOR together with the final progress payment.

The OWNER may withhold payment of any estimate or portion of estimate until the CONTRACTOR shall have furnished satisfactory evidence that he has paid all claims of every nature. The CONTRACTOR shall submit to the OWNER with each application for payment a "Sworn Statement" attesting to all payments made and balances due to all subcontractors and to all suppliers of materials, fuel, and equipment for the project work completed. He shall also attest to all payments made for labor furnished for the work completed. The "Sworn Statement" shall be in a form acceptable to the OWNER and all suppliers and subcontractors shall be listed along with payments made and balances owed to each.

No partial payment shall be considered as acceptance of the work or any portion thereof prior to final completion of the work, and payment of final estimate.

#### Final Payment

The CONTRACTOR's request for final payment shall be accompanied by the following documents:

Contractor's Declaration

Contractor's Affidavit

Unconditional waivers, as required, from major suppliers and subcontractors

Release of Surety

Release from other public agencies for which permits have been obtained under this Agreement.

Within thirty (30) days after completion of the work under this Agreement to the satisfaction of the OWNER and ENGINEER, in accordance with all and singular terms and stipulations herein contained, the OWNER shall make final payment, from a final estimate made by the ENGINEER. Before final payment is made, the CONTRACTOR shall, as directed by the OWNER, make a Contractor's Affidavit that he has paid all claims of every nature, or

secured a release from the Surety or Sureties approving payment of the final estimate by the OWNER. Final payment, when made, shall be considered as final approval and acceptance of the completed work herein specified.

The acceptance by the CONTRACTOR of final payment aforesaid shall operate as, and shall be, a release to the OWNER and his agents, from all claim and liability to the CONTRACTOR for anything done or furnished for, relating to, or affecting the work.

#### Incorrect/Improper Payments

OWNER shall not, nor shall any officer thereof, be precluded or stopped by any return or certificate made or given by the ENGINEER, or other officer, agent or appointee, under the provision of this Agreement, at any time (either before or after final completion and acceptance of the work and payment made therefore pursuant to any such return or certificates showing the true and correct amount of money due therefore, notwithstanding any such return or certificate, or any payment made in accordance therewith) from demanding and receiving from the CONTRACTOR or his sureties, separately or collectively, such sums as may have been improperly paid said CONTRACTOR by reason of any such return or certificate which has been untruly or incorrectly compiled.

#### 15. EXTENSION OF TIME

All days in which work is suspended by order of the ENGINEER, or in accordance with these specifications, shall automatically extend the time for completion an equal number of days.

In the event work is suspended because the CONTRACTOR does not perform, no extension will be allowed for this period of time.

All requests from CONTRACTOR for extensions of time shall be submitted in writing. Such requests shall detail the reason for the request, provide a realistic revised completion date, and indicate any other

areas which may be impacted by such an extension. Such requests must be submitted to the field ENGINEER within ten (10) days after the occurrence of the incident or situation that brought about a reason for extending the time of completion. The final decision of whether or not to grant an extension of time will be made by the field ENGINEER. In no case will a request be considered if it is submitted after the ten (10) day period has passed.

#### 16. AUTHORITY

No officer, agent or employee of the OWNER shall have power to revoke, alter, enlarge, or relax the stipulations or requirements of the Contract Documents, except insofar as such authority may be specifically conferred by the Contract Documents themselves, without formal authorization to do so, conferred by the Agreement, or by ordinance, resolution or other usual official action by the OWNER.

#### 17. PROGRESS OF WORK

The work shall be prosecuted regularly and uninterruptedly, unless the OWNER shall otherwise specifically direct, with such force and at such points as to insure its full completion within the time stated herein.

If, in the opinion of the ENGINEER, it is necessary or advisable that certain portions of the work be done immediately, the CONTRACTOR, upon written order shall proceed with such work without delay. Should he fail to so proceed, the OWNER may do or cause to be done, such work, and the cost of same will be deducted from any money due or to become due the CONTRACTOR under this Agreement.

#### 18. TIME IS ESSENCE OF CONTRACT

It is distinctly understood and agreed to by the parties hereto that the time specified for completion of the Work is the essence of this Agreement, and CONTRACTOR shall not be entitled to claim performance of this Agreement unless the work is satisfactorily completed, in every respect, within the time herein specified.

#### 19. COMMENCEMENT OF CONTRACT TIME

The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth (60) day after the day of Bid Opening or the thirtieth (30) day after the Effective Date of the Agreement, whichever date is earlier.

#### Owner Responsibilities

#### 20. EXTRA & FORCE ACCOUNT WORK

When extra work is required, it shall be performed and payment for such work will be on the unit price or lump sum basis agreed to in a written order. When such agreement cannot be reached, the OWNER may order such work, including any required offsite work, to be done by force account. The compensation as herein provided shall be accepted by the CONTRACTOR as payment in full for extra work done by force account, and the said percentages shall cover profit, superintendence, general expense, overhead, miscellaneous unforeseen costs, and the use of small tools and equipment. For approved subcontract work, the CONTRACTOR will be paid an amount equal to six percent (6%) of the total cost of the subcontract work, as reimbursement for administrative costs incurred in connection with the subcontract work.

When it is necessary for the CONTRACTOR to hire a firm to perform a specialized type of work or service for which the CONTRACTOR or subcontractors are not qualified to do, payment will be made at the invoice cost. The CONTRACTOR will be paid an amount equal to six percent (6%) of the invoice cost, as reimbursement for administrative costs. Prior approval by the OWNER is required.

## REPORTS:

The CONTRACTOR shall furnish to the OWNER, itemized reports of the costs of all force account work. The reports shall be furnished each week and shall include a certified copy of the weekly payroll and copies of bills for the materials used and the freight charges paid on same. Discount for prompt payment or penalty for late payment will not be considered in determining the net amount of the bill. The net amount of the bill shall be charged to the force account work. Where materials used are not specifically purchased for use on extra work but are taken from the CONTRACTOR's stock, the CONTRACTOR shall submit a certification of the quantity, price, and freight on such materials in lieu of original bills and invoices.

The CONTRACTOR shall prepare itemized statements containing the following detailed information:

Labor: Name, classification, dates, number of hours worked each day, total hours computed to nearest half hour, total hours, rate, and extension for each employee engaged.

Equipment: Designation, number of hours used each day (computed to nearest half hour), total hours, rental rate, and extension for each unit of equipment engaged.

Materials: Quantities of materials, with prices per unit and extensions and freight costs when applicable.

The CONTRACTOR and the OWNER shall compare records of force account work and bring them into agreement at the end of each day.

## LABOR:

For all labor and for all craft foreman directly engaged in the specific work, the CONTRACTOR will be paid the actual rate of wages and the number of hours paid said labor and foremen in accordance with approved labor agreements, computed to nearest half hour, to which sum twenty-six (26) percent will be added (this sum includes a one (1) percent allowance for the

Single Business Tax). Project foremen will be classified as Superintendents and their compensation will not be included in the payment provided herein.

Bond Premium: Workmen's Compensation Insurance; Personal Injury Public Liability and Property Damage Public Liability Insurance; Unemployment Compensation; Federal Social Security; and payments required to be made to Employer and Employee Trusteships, the proceeds from which accrue exclusively to the benefit of the employee; will be paid for at actual cost, to which sum twenty (20) percent will be added except that twenty-six (26) percent will be added to the taxable fringe benefits. The CONTRACTOR shall furnish satisfactory evidence of the amounts paid for each of these required costs as related to force account work.

## MATERIALS:

For materials, the CONTRACTOR will receive the actual cost delivered to the project site, including freight charges, as shown by copies of bills, to which sum fifteen (15) percent will be added.

If a charge in the amount or type of force account work results in a surplus of the material ordered and delivered to the project site, the OWNER will reimburse the CONTRACTOR for the costs incurred in returning the surplus material to the supplier.

## SMALL HAND & POWER TOOLS:

No payment will be allowed for small hand and power tools which are not listed in the Rental Rate Blue Book for Construction Equipment as published by the Equipment Guide Book Company. All small hand and power tools listed in the Rental Rate Blue Book at a rate of less than one (1) dollar per hour will be considered part of overhead and will not be paid for separately.

## EQUIPMENT:

For any machinery and equipment, including the foreman's transportation unit, which the OWNER approves for use on extra work

done by force account, the CONTRACTOR will be paid as follows:

The time paid for shall be the period that the equipment is required at the site of the extra work and, in addition, shall include traveling time to the location of the extra work when the equipment is moved under its own power. When transportation from one site to another is by other than its own power, the actual operating time during periods of loading and unloading will be paid for at the regular rental rate and transportation costs will be allowed.

When the periods of work are not consecutive and the interval between the termination of a period of work and the commencement of the subsequent period does not exceed thirty (30) days, the rates allowed will be the same as if the periods of work were consecutive.

The rental rate established for each piece of CONTRACTOR owned equipment, including appurtenances and attachments to equipment used will be determined by use of the Rental Rate Blue Book for Construction Equipment Volume 1, 2, or 3, as applicable. The edition which is current at the time the force account work was started will apply.

The established rental rate will be equal to the "Monthly" rate divided by 176; modified by the rate adjustment factor and the applicable map adjustment factor, plus the "Estimated Operating Costs per Hour", to which sum ten (10) percent will be added.

For equipment not listed in the Rental Rate Blue Book, Volume 1, 2, or 3, the rental rate will be determined by using the rate listed for a similar piece of equipment or by proportioning a rate listed so that the capacity, size, horsepower, and age are properly considered.

For equipment for which there are no comparable in the Rental Rate Blue Book, Volume 1, 2, or 3, the monthly rate shall be reasonable, but not more than five (5) percent of the current list price, or invoice, of the equipment. The base hourly rate shall then be determined by dividing the monthly rate by 176 to which sum twenty percent

(20%) will be added. The twenty percent (20%) includes adjustments and operating costs.

The rates used for CONTRACTOR owned trucks used to haul material will be those published by MDOT. These rates shall include all adjustments and operating costs. Separate payment for the driver will be allowed. The rates will be reviewed and adjusted periodically.

The rental rate for the foreman's transportation unit will be seven dollars (\$7.00) per hour, to which sum twenty percent (20%) will be added.

When leased or rented equipment is used on force account work, the hourly rate used in computation of payment will be the leased or rented rate, except that if the leased or rented rate exceeds the rental rate established by the Rental Blue Book, the established rate determined from the Blue Book will apply. In either case, the Estimated Operating Cost per Hour will be added to the appropriate hourly rate to which sum ten percent (10%) will be added.

In all cases the "Estimated Operating Cost per Hour" includes all fuel, oil, lubrications, tires, parts, and other operating expendables such as truck and labor assigned to the truck for servicing the equipment.

The rental rates allowed herein include the cost of insurance covering the usual insurable risks, including fire and theft. The OWNER will not be liable for losses which can be covered by insurance.

In the event that machinery or equipment is idled, payment may be allowed on a rental basis for the idled equipment as specified herein. Only machinery or equipment actually on the project site at the time of the delay, as required for that phase of construction work in question, will be considered eligible for rental reimbursement. Specialized equipment for machinery directly related to the work, whether on or off the site, may be considered eligible for payment if actually idled and if such idleness can be certified by the CONTRACTOR and verified by the

OWNER. Payment for idled equipment and/or machinery will not be allowed during periods of seasonal suspension of the work.

The rental rate for idled leased or rented equipment will be the leased or rented rate, or the equipment shall be returned and taken off rental as directed by the OWNER.

The rental rate for idled CONTRACTOR owned equipment will be the "Monthly" rate divided by 176; modified by the rate adjustment factor and the applicable map adjustment factor, and then multiplied by fifty percent (50%). No payment will be allowed for operating costs.

Payment will be limited to the difference between the hours worked and eight (8) hours in any one day and to the difference between the hours worked and forty (40) hours in any one week. No provisions of these specifications shall entitle the CONTRACTOR to rental compensation for idled equipment. No additional compensation for overhead will be allowed.

In the event that labor is idled, payment may be allowed provided there is no other location within the project that the labor can be gainfully employed. Payment will be limited to a maximum of eight (8) hours per occurrence and in no case will exceed the amount of the CONTRACTOR's obligation as provided by the CONTRACTOR's current labor agreement. No additional compensation for overhead will be allowed.

## 21. PAYMENTS WITHHELD

The OWNER may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate for progress payment to such extent as may be necessary to protect itself from loss on account of:

Defective work not remedied;

Claims filed or reasonable evidence indicating probable filing of claims;

Failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor;

A reasonable doubt that the Agreement can be completed for the balance then unpaid;

Damage to another CONTRACTOR.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

## 22. USE OF COMPLETE PORTIONS OF THE WORK

The OWNER may, at any time during progress of the work, after written notice to CONTRACTOR, take over and place in service any completed portions of the work which are ready for service, although the entire work of the Agreement is not fully completed, and notwithstanding the time for completion of the entire work or such portions may not have expired. In such event, the CONTRACTOR will be relieved of further work on, or maintenance of, said portion except as covered by his guarantee of same.

## Engineer Responsibilities

## 23. ENGINEER DURING CONSTRUCTION

The Work shall be subject to the approval of the ENGINEER, who shall determine the amount, quality, acceptability, and fitness of the items of work and materials to be furnished hereunder, and who shall decide all questions which may arise as to measurements of quantities and fulfillment of the requirements of the Contract Documents.

## 24. AUTHORITY & DUTIES OF CONSTRUCTION OBSERVER

Construction Observers may be appointed by the ENGINEER and directed to check or review materials used and completed work. The observation may extend to any parts of the Work and to the preparation or manufacture of the materials for use in the Work. Construction Observers will not be authorized to revoke, alter, enlarge, or relax any of the provisions of the Contract Documents. The Construction Observer will call to the attention of the CONTRACTOR any failure to follow the plans and

specifications that he may observe. In case of any dispute arising between the CONTRACTOR and Construction Observer as to materials furnished or the manner of performing the work, the Construction Observer shall have the authority to reject materials or completed items of work until the question at issue can be referred to and be decided by the ENGINEER. In no instance shall any action or omission on the part of the Construction Observer relieve the CONTRACTOR of the responsibility of completing the Work in accordance with the Contract Documents.

## 25. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Neither ENGINEER's authority or responsibility under this Article or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by ENGINEER shall create, impose or give rise to any duty owed by ENGINEER to CONTRACTOR, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them.

ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with laws and regulations applicable to the furnishing or performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work.

ENGINEER's review of the final application for payment and accompanying

documentation and all maintenance and operating instructions, schedules guarantees, bonds and manufacturer's certificates of inspection, tests, and approvals and other documentation required in Article 14b will only be to determine generally that their content complies with the requirements of, and in the case of manufacturer's certificates of inspections, tests and approvals that the results certified indicate compliance with the Contract Documents.

The limitations upon authority and responsibility set forth in this Section shall also apply to ENGINEER's consultants, authorized representative and assistants.

## 26. LINES & GRADES

Principal reference lines or points and bench marks may be given by the ENGINEER at such time as he may deem necessary; or, if the CONTRACTOR shall be in need of such reference lines or bench marks, he shall notify the ENGINEER three (3) working days in advance.

The ENGINEER may set suitable stakes and marks showing locations and elevations of the various parts of the work, and will furnish the CONTRACTOR with required data referring to the reference points. No work shall be undertaken until such stakes and marks shall have been set by the ENGINEER. CONTRACTOR shall take due and proper precautions for the preservation of these stakes and marks, shall see that the work at all times proceeds in accordance therewith, and shall provide all labor and material to set the required line and grade control and locate the work accurately with reference to the above points. In case such stakes are destroyed due to the CONTRACTOR's carelessness, they will be replaced at the ENGINEER's earliest convenience and the CONTRACTOR may be back charged for the crew time incurred.

## 27. TESTING & SAMPLING

Where called for in the specifications, samples of materials in the quantity named shall be submitted to the ENGINEER for approval. Where tests are required, they

shall be made at the expense of the OWNER, except as otherwise called for in the specifications. For materials covered by ASTM or Federal Specifications, or with the specifications of well known or recognized technical and/or trade organizations, unless otherwise stipulated, required tests are to be made by the manufacturer, and his certificate therefore submitted to the ENGINEER.

The ENGINEER and/or OWNER shall determine which materials are required by the specifications to be factory certified or to have chemical or physical analysis or other examination or test. The CONTRACTOR shall furnish to the ENGINEER and/or OWNER two copies of orders for all materials requiring such examination or test as soon as placed. Such orders shall contain complete information, including that as to the quantity, quality, dimensions, sizes, capacities and types, shall contain proper reference to the applicable specifications by title, number and paragraph, and shall show the name and address of the producing factory but need not contain prices or contractual terms.

All materials and workmanship (if not otherwise designated by the specifications) shall be subject to examination and test by the ENGINEER and/or OWNER at any time during manufacture or construction, and at any place where such manufacture or construction is carried on. The ENGINEER and/or OWNER shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the CONTRACTOR shall promptly segregate and remove rejected material from the premises. If the CONTRACTOR fails to proceed at once with replacement of rejected material and correction of defective workmanship, the OWNER may, by Agreement or otherwise, replace such material and correct such workmanship and charge the cost thereof to the

CONTRACTOR, or may immediately terminate the Agreement.

CONTRACTOR shall furnish promptly, without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient conduct of all construction observations and tests that may be required by the ENGINEER. All construction observations and tests by the ENGINEER and/or OWNER shall be performed in such a manner as not to delay the work unnecessarily. Special, full size, and performance tests shall be as described in the specifications. CONTRACTOR shall be charged with any additional cost of construction observations when material or workmanship is not ready at the time checking is requested by the CONTRACTOR.

Should it be considered necessary or advisable by the ENGINEER and/or OWNER any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the CONTRACTOR shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of the CONTRACTOR or his subcontractor, CONTRACTOR shall defray all the expenses of such examination and of satisfactory reconstruction, and be responsible for any resulting delay. If, however, such work is found to meet the requirements of the Agreement, the actual cost involved in the examination and replacement shall be allowed the CONTRACTOR and he shall in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

Examination of material and finished articles to be incorporated in the work at the site shall be made at place of production, manufacture or shipment stated in the specifications; and such examinations and acceptance, unless otherwise stated in the specifications, shall be final, except as

regards latent defects, departures from specific requirements of the Agreement and the specifications and drawings made a part thereof, damage or loss in transit, fraud or such gross mistakes as amount to fraud. Subject to requirements contained in the preceding sentence, examinations of material and workmanship for final acceptance as a whole or in part shall be made at the site.

### **Contractor Responsibilities**

#### **28. UNFORSEEN PHYSICAL CONDITIONS**

CONTRACTOR shall promptly notify the OWNER and ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. The ENGINEER will promptly review those conditions and advise the OWNER in writing if further investigation or tests are necessary. Promptly thereafter, the OWNER shall obtain the necessary additional investigations and tests and furnish copies to the ENGINEER and the CONTRACTOR. If the ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by the CONTRACTOR, a Change Order may be issued incorporating the necessary revisions.

#### **29. COMPOSITION OF THE CONTRACTOR**

If the CONTRACTOR hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

#### **30. ASSIGNMENT OF CONTRACT**

The CONTRACTOR shall not sublet, assign or transfer this Agreement or any portion thereof or any payments due him thereunder, without the written consent of the OWNER.

Assignment or subletting the whole or any portion of this Agreement shall not operate

to release the CONTRACTOR or his bondsmen hereunder from any of the contract obligations.

The CONTRACTOR agrees that he is fully responsible to the OWNER for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractors and the OWNER.

Neither the ENGINEER nor any officer, agent or employee of the OWNER shall have any power or authority whatsoever to bind the OWNER or to incur obligation in his behalf to any subcontractors, material supplier or other persons in any manner whatsoever.

#### **31. AGENTS**

Work shall be carried on under personal supervision of the CONTRACTOR or his properly authorized representative, who shall be on the grounds at all times during the construction, and who shall have full and responsible charge of the Work with power to receive orders and carry out instructions.

#### **32. SAFETY & PROTECTION**

##### **A. People and Property**

CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

All persons on the site or who may be affected by the Work;

All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

## B. Site Safety

CONTRACTOR shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in this section caused, directly or indirectly, in whole or in part, by CONTRACTOR or any subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

## C. Safety Representative

CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

## D. Hazard Communication Program

CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws or regulations.

## E. Compliance with MIOSHA

All of the CONTRACTOR and subcontractors operations and construction equipment shall comply with requirements of the Michigan Occupational Safety and Health Act (MIOSHA) insofar as they apply to the work to be performed under this Contract.

## 33. CONTRACTOR'S SUPERVISION & ORIGINATION

The Work under this Agreement shall be under the direct supervision and direction of the CONTRACTOR. The CONTRACTOR shall give sufficient supervision to the Work, using his best skill and attention. The CONTRACTOR shall, at all times, keep on the site of the Work during its progress a competent superintendent and any and all necessary foremen and assistants. The superintendent shall represent and have full authority to act for the CONTRACTOR in the latter's absence, and all directions given to him shall be as binding as if given to the CONTRACTOR. On written request in each case, all such directions will be confirmed in writing to the CONTRACTOR.

The CONTRACTOR shall employ only competent, efficient workmen and shall not use on the Work any unfit person or one not skilled in the work assigned to him, and he shall at all times enforce strict discipline and good order among his employees. Whenever the ENGINEER shall notify the CONTRACTOR, in writing, that any man on the Work is, in the opinion of the ENGINEER, careless, incompetent, disorderly, or otherwise unsatisfactory, such man shall be discharged from the work and shall not again be employed on it except with the written consent of the ENGINEER.

The CONTRACTOR shall establish and maintain an office on the site of the work, or at some convenient point adjacent thereto, during the continuance of this Agreement and shall have at all times during working hours, a representative authorized to receive and execute any and all orders, when given by the ENGINEER; and such order, when given out and received by said representative shall be deemed to have been

given to and received by the CONTRACTOR. Copies of the drawings and specifications shall at all times be kept on file by the CONTRACTOR at readily accessible points near the work.

#### 34. CONTRACTOR'S RIGHT TO STOP WORK

If the work should be stopped under an order of any court, or other public authority for a period of three months, through no act or fault of the CONTRACTOR or of anyone employed by him, or if the OWNER should fail to pay to the CONTRACTOR within sixty (60) days of its maturity and presentation any sum certified by the ENGINEER, provided no appeal is taken, the CONTRACTOR may, upon seven (7) days' written notice to the OWNER and the ENGINEER, stop work or terminate this Agreement, and shall receive from the OWNER payment in full for all work executed, as determined from the prices contained in the approved detailed estimate as computed by the ENGINEER, but no claim for extra compensation or damages shall be made or allowed because of such termination of the Agreement.

#### 35. STORAGE OF MATERIALS

Materials and equipment distributed, stored and placed upon or near the site of the Work shall at all times be so disposed as not to interfere with work being prosecuted by other contractors in the employ of the OWNER, or with street drainage, or with fire hydrants or with access thereto, and not to hinder any more than may be necessary the ordinary traffic (either vehicular or pedestrian) of the street.

#### 36. CLEANING UP

The CONTRACTOR shall, as directed by the ENGINEER, remove at his own expense from the OWNER's property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of

such disposal granted to the CONTRACTOR by the OWNER thereof.

#### 37. SUNDAY & NIGHT WORK

The CONTRACTOR is required to prosecute work done under this Agreement during the hours of daylight, and no work will be permitted at night or on Sundays, except to save property or life, or as specifically authorized or directed by the ENGINEER.

No work shall be permitted on holidays.

#### 38. SANITARY REGULATIONS

Sanitary conveniences for the use of project personnel properly secluded from public observation shall be constructed and maintained in sanitary condition by the CONTRACTOR. Its use shall be strictly enforced.

#### 39. PERMITS & REGULATIONS

The CONTRACTOR shall secure, at no cost to the OWNER, all permits and licenses necessary for the prosecution of the Work. He shall pay for same at his own expense as well as for any inspection fees required in connection with such permits, and shall conduct his operations in accordance with the provisions of such permits, including tunneling of pavements where required. He shall also furnish any required bonds and pay the cost of same.

The CONTRACTOR shall keep himself fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the Work or materials used in the Work, or in any way affecting the conduct of the Work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all existing and future laws, ordinances, regulations, orders and decrees; provided, that if the drawings and specifications are at variance therewith, the CONTRACTOR shall promptly notify the ENGINEER in

writing and any necessary changes shall be adjusted as provided in the Contract Documents.

All work shall be executed and checked in accordance with all local and state rules and regulations and all established codes applicable thereto and shall conform in all respects to the requirements of all competent authorities having jurisdiction there over.

Should any change in plans and specifications be required to comply with local regulations, CONTRACTOR shall notify the OWNER at the time of submitting his bid. After entering into Agreement, CONTRACTOR will be held to complete the work necessary to meet local requirements without extra expense to the OWNER.

Where the work required by the drawings and specifications is above the standard required, it shall be done as shown or specified.

#### 40. GUARANTEE

The CONTRACTOR, as a condition precedent to final payment, shall execute a guarantee to the OWNER warranting for a period of two (2) years from date of final payment to keep in good order and repair any defect in all the work done under the Agreement, either by the CONTRACTOR, his subcontractors, or material suppliers, that may develop during said period due to improper materials, defective equipment, improper materials workmanship, or arrangements, and any other work affected in making good such imperfections shall also be made good, all without expense to the OWNER, and CONTRACTOR shall execute, in favor of the OWNER the attached Maintenance and Guarantee Bond.

#### 41. PATENTS

CONTRACTOR shall pay all royalties and license fees and shall hold and save the OWNER and his agents harmless from all liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in

performance of the Agreement, including its use by the OWNER, unless otherwise specifically stipulated in the Contract Documents. In this respect the CONTRACTOR shall defend all suits or claims for infringement of any patent or license right.

In the event that any claim, suit or action at law or inequity of any kind whatsoever is brought against the OWNER, involving any such patents or license rights, then the OWNER shall have the right to, and may retain, from any money due or to become due to the CONTRACTOR, such sufficient sum as is considered necessary to protect said OWNER against loss, and such sum may be retained by the OWNER until such claim or suit shall have been settled and satisfactory evidence to that effect shall have been furnished the OWNER.

#### 42. INFORMATION BY THE CONTRACTOR

The CONTRACTOR shall submit to the ENGINEER full information as to the materials, equipment and arrangements that the CONTRACTOR proposes to furnish. This information shall be complete to the extent that the ENGINEER may intelligently judge if the proposed materials, equipment and arrangements will meet with the requirements of the Contract Documents.

Prior to approval of the materials, equipment and arrangements by the ENGINEER, based on the information submitted by the CONTRACTOR, any work done by the CONTRACTOR shall be at his own risk.

Approval of information covering materials, equipment and arrangements by the ENGINEER shall in no way release CONTRACTOR from his responsibility for the proper design, installation and performance of any material, equipment or arrangement, or from his liability to replace same should it prove defective.

#### 43. FORFEITURE OF CONTRACT

If work to be done under the Contract Documents shall be abandoned by CONTRACTOR or if, at any time in the

judgment of the OWNER, CONTRACTOR shall fail to prosecute the Work at a reasonable rate of progress, or to comply with all or any of the terms and requirements herein set forth, then the OWNER shall have the right to take possession of the Work, including CONTRACTOR's plant, supplies and materials, at any time after having notified the CONTRACTOR, in writing, to discontinue work under this Agreement for said cause or causes, and such action shall not affect the right of the OWNER to recover damages resulting from such failure. Upon receiving such notice the CONTRACTOR shall and will, upon demand, immediately give the OWNER safe and peaceable possession of the Work, including the plant, and shall then cease to have control over any portion thereof or the men employed thereon.

The OWNER may then proceed to complete the Work herein specified, by Agreement or otherwise; and the entire cost of same shall be charged to the CONTRACTOR and deducted from any sum or sums due or to become due under the Agreement; the excess cost, if any, to be paid by CONTRACTOR or his sureties to said OWNER.

#### 44. RELATION TO OTHER CONTRACTORS

CONTRACTOR shall so conduct his operations as not to interfere with or injure the work of other contractor's or workmen employed on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agents. Should a contract for adjoining work be awarded to another contractor, and should the work of one of these contracts interfere with that of the other, the OWNER shall decide which contractor shall cease work for the time being and which shall continue, or whether work in both contracts shall continue at the same time and in what manner.

#### 45. "OR EQUAL" CLAUSE

Whenever, in any of the Contract Documents an article, material or equipment

is defined by describing a proprietary product or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired, and shall not be construed in such a manner as to exclude manufacturers' products of comparable quality, design and efficiency. If the CONTRACTOR proposes any "or equal" substitutes, these substitutes shall be subject to the review and approval of the OWNER before they can be incorporated into the work.

#### Legal

#### 46. INDEMNIFICATION

To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractors, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against OWNER or ENGINEER or any of their consultants,

agents or employees by any employee of CONTRACTOR, any subcontractors, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts of them may be liable, the indemnification obligation under the preceding paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such subcontractors or other person or organization under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the CONTRACTOR under this article shall not extend to the liability of ENGINEER, ENGINEER's consultants, agents or employees arising out of the preparation or approval of drawings, opinions, reports, surveys, change orders, designs or specifications.

#### 47. CONTROLLING LAW

In the case of a legal dispute between the OWNER and the CONTRACTOR the law of the state of Michigan shall govern. The venue for resolving any legal dispute between the two parties will be within the County of the OWNER's legal address.

#### 48. NO WAIVER OF CONTRACT

Neither acceptance of the whole or any part of the Work by the OWNER or his ENGINEER, or any of its agents, nor any order, measurements or certificate by the ENGINEER, nor any order by OWNER for payment of money, nor any payment for the whole or any part of the Work by OWNER, nor any extension of time, nor any possession taken by the OWNER or its agents, shall operate as a waiver for any portion of the Contract Documents or any power therein provided; nor shall any waiver

of any breach of contract be held to be a waiver of any other or subsequent breach.

#### 49. DISPUTE RESOLUTION

Dispute resolution methods and procedures, if any, shall be as set forth in the Supplemental Specifications. If no method and procedure has been set forth, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

#### 50. GIVING NOTICE

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

#### 51. CUMULATIVE REMEDIES

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provision of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

*End of Section*

# GENERAL SPECIFICATIONS

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### 1. EXISTING UNDERGROUND STRUCTURES & UTILITIES

The location of public or private utilities shown on the plans is in accordance with the best information available. No guarantee is given that the locations are absolutely accurate or that utilities other than those shown are not present.

For protection of underground utilities, the CONTRACTOR shall contact “MISS DIG” at 1-800-482-7171 a minimum of three (3)

working days prior to excavating. This does not relieve the CONTRACTOR of the responsibility of notifying utility OWNERS who may not be part of the “MISS DIG” alert system.

### 2. SOIL CONDITIONS

If soil borings have been taken for this project, then they are included in an appendix.

Where the OWNER has caused soil borings to be made to aid the ENGINEER in design of the work, these boring logs are provided herein for the prospective bidder to examine. This information is given to bidders as an aid in determining the character of the soil and groundwater conditions. The OWNER does not guarantee that the ground encountered during construction will conform to the borings. Bidders should secure such other information as they consider necessary to check and supplement the above data.

The CONTRACTOR shall complete the work in whatever materials, and under whatever conditions he may encounter or create.

### 3. SOIL EROSION AND SEDIMENTATION CONTROL

The CONTRACTOR shall comply with the requirements of the Soil Erosion and Sedimentation Control Act of the State of Michigan, Part 91 of ACT 451 of PA of 1994 and with all the requirements, rules and standards of the official enforcing agent for the project location.

If a soil erosion control permit is required on this project, the CONTRACTOR shall adhere to the specific conditions of the project permit. Where the permit is issued in the name of the CONTRACTOR and requires that a bond be posted, the

CONTRACTOR shall include in his bid the permit fee and bond expense.

The ENGINEER shall have full authority to require compliance with the soil erosion control requirements and may order suspension of the work if measures are not adequate or a problem develops requiring additional soil erosion control measures. Any ordered suspension of the work shall not be grounds for CONTRACTOR's claims for "down time" or "lost time".

#### 4. PRESERVATION, PROTECTION & USE OF SURVEY CONTROLS, MONUMENT POINTS & GRADE STAKES

During the progress of the work, the CONTRACTOR may encounter section line, fractional section line, and property controlling corner monuments. Insofar as is known, such public land survey corners and property monuments have been indicated on the plans.

The CONTRACTOR shall be responsible for complying with the requirements of Michigan Public Act 34. Specifically, he shall be responsible for notifying the county surveyor before removing a public land survey corner monument for construction activities. In addition, if construction time constraints will result in the public land survey corner monument being removed for more than one year, then the CONTRACTOR shall arrange to have a temporary corner monument set until the permanent one can be re-established. The costs of removing and replacing public land survey corner monuments as well as setting temporary corner monuments shall be the responsibility of the CONTRACTOR unless pay items are provided in the bid form for these tasks. The CONTRACTOR shall not remove any such monument until the ENGINEER has witness points as reference for resetting of such monuments. After referencing has been done and suitable permanent sketches prepared, the ENGINEER will give permission to the

CONTRACTOR for removal of the monument. Monuments and monument boxes shall be reset only after all backfilling has fully settled.

The CONTRACTOR shall protect and preserve all monument points, property corners, grade stakes, line and reference points. Where stakes and markers are disturbed or removed due to operations under this Contract, the CONTRACTOR shall be charged at invoice cost by the ENGINEER for replacing the points. Care shall be exercised by the CONTRACTOR when operating near the markers, as any carelessness in operations will also cause a time delay to the schedule due to additional stakeout time required to replace reference points, lines, etc.

The CONTRACTOR shall accurately locate the work from reference points established by the ENGINEER along the surface of the ground and line of work.

#### 5. PROTECTION OF PUBLIC & PRIVATE UTILITIES

Where any utility, water, sewer, gas, telephone or any other public or private utilities are encountered, the CONTRACTOR must provide adequate protection for them, and he will be held responsible for any damages to such utilities arising from his operations.

When it is apparent that construction operations may endanger the foundation of any utility, conduit, or support of any structure, the CONTRACTOR shall notify the utility OWNER of this possibility, and he shall take such steps as may be required to provide temporary bracing or support of conduits or structures.

In all cases where permits or inspection fees are required by utilities in connection with changes to or temporary support of their conduits, the CONTRACTOR shall secure permits and pay all inspection fees.

When it is necessary in order to carry out the work that a pole, telephone or electric, be moved to a new location or moved and replaced after construction, the CONTRACTOR shall arrange for moving such pole or poles and the lines thereof, and shall pay any charges.

Where it is the policy of any utility owner to make his own repairs to damaged conduit or other structures, the CONTRACTOR shall cooperate to the fullest extent with the utility OWNER and shall see that his operations interfere as little as possible with the utility OWNER's operations.

#### 6. MISCELLANEOUS DAMAGES

The CONTRACTOR shall be responsible for repairing all damages to existing lawns, sidewalk, parking lots, streets or other areas outside the limits of the Contract. Private utilities, private ornamental gas or electric lights, sprinkler systems, fences, shrubs, trees, existing sidewalk, or any other surface or subsurface items of value damaged by the CONTRACTOR shall be repaired, replaced or removed and replaced to at least equal condition at the CONTRACTOR's expense unless otherwise specified on the plans.

#### 7. SUMP PUMP DISCHARGE PIPE & LOCAL SERVICES

Any discharge pipe from sump pumps or yard drains encountered on this project, whether or not shown on the plans, which discharges to existing ditches and/or storm sewers or cross public or private easements, shall be maintained, replaced, or reconnected as necessary. Bulkheads shall be placed only as approved by the Engineer. Sump pump connections shall be made to the storm drain pipe by a coring method as approved by the ENGINEER. The CONTRACTOR shall use adequate measures to prevent soil erosion, sedimentation, and/or ponding when connecting discharge pipes to existing or proposed ditches. This work shall be

considered as incidental to the cost of the project.

#### 8. EXISTING SEWER FACILITIES

Existing sewers or drains may be encountered along the line of work. In all such cases, the CONTRACTOR shall perform his operation in such a manner that sewer service will not be interrupted. He shall, at his own expense, make all temporary provisions to maintain sewer service.

Unless otherwise indicated on the plans, the CONTRACTOR shall replace, at his own expense, any disturbed sewer or drain, or relay same at a new grade to be established by the ENGINEER such that sufficient clearance for the sewer will be provided.

#### 9. EXISTING WATER FACILITIES

Where existing water mains and/or water services are encountered in the work, they shall be maintained in operation. They shall be relayed if necessary using the class of pipe and fittings standard to the OWNER of the main.

#### 10. EXISTING GAS FACILITIES

Where existing gas mains are encountered, the CONTRACTOR shall immediately notify the ENGINEER and the gas company. The CONTRACTOR shall then arrange with the gas company for any necessary relocation. The CONTRACTOR will receive no extra compensation on account of delays incurred in conjunction with such relocations.

#### 11. EXISTING ELECTRIC, CABLE, AND TELECOMMUNICATIONS

Where existing electric, cable, or telecommunications facilities are encountered, the CONTRACTOR shall immediately notify the ENGINEER and the affected utility company(ies). The CONTRACTOR shall then arrange with the

utility company for any necessary relocation. The CONTRACTOR will receive no extra compensation on account of delays incurred in conjunction with such relocations.

## 12. PRESERVATION OF TREES & SHRUBBERY

No trees or shrubbery of any kind shall be removed or destroyed by the CONTRACTOR without written permission of the ENGINEER. The CONTRACTOR will be held fully responsible for any damages caused by his work to adjoining trees and shrubs. Ample precautions shall be taken by the CONTRACTOR to protect such trees and shrubs that are to remain in place by surrounding them with fences or other protection before construction begins. Shrubbery that must be removed shall be preserved and replaced in a manner acceptable to the OWNER.

The CONTRACTOR shall protect and/or replace all shrubbery damaged or destroyed by operations under this Contract. The CONTRACTOR shall receive no extra compensation for preservation of trees and shrubbery.

## 13. TRIMMING TREES & SHRUBS

Where necessary in the field, the CONTRACTOR shall trim trees and shrubs by a method approved by the ENGINEER. All cut surfaces over one inch in diameter shall be painted with grafting wax. All branches which have been damaged by construction shall be pruned correctly to branch collars, to help promote the health of the tree. Also, any abrasions or gouges afflicted on the tree trunks during construction should be bark traced and lightly coated with tree paint. This work shall be incidental to the project.

## 14. MAINTENANCE OF SERVICE

Drainage through existing sewers, ditches and drains shall be maintained at all times

during construction, and all nearby gutters shall be kept open for drainage. Where existing sewers are encountered in the line of work that interfere with construction, the flow in the sewers, including both dry weather flow and storm flow, shall be maintained.

During the progress of the work, the CONTRACTOR shall accommodate both vehicular and foot traffic and shall provide free access to fire hydrants, water and gas valves. Except as otherwise specified herein or as noted on the plans, street intersections may be blocked but one-half at a time, and Contractor shall lay and maintain temporary driveways, bridges and crossings such as are necessary, in the opinion of the ENGINEER, to reasonably accommodate the public.

In the event detours, traffic control devices or safety equipment are needed, they shall be placed and maintained in accordance with the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

Maintenance of service as described above shall be considered as incidental to the project cost unless pay items have been included in the proposal for this work.

## 15. CLEANLINESS OF THE WORK SITE & STREETS

The CONTRACTOR shall keep the work site and all property occupied by him in a neat and orderly condition at all times. Waste material, rubbish and debris shall not be allowed to accumulate. The CONTRACTOR's equipment, temporary buildings and excess materials shall be promptly removed from the work site when no longer needed. At completion of the work, the premises shall be left clean.

The CONTRACTOR shall keep the streets clean. Trucks hauling excavated material, cement, sand, stone or other loose materials from or to the site shall be tight so that no spillage will occur on adjacent streets. Before trucks start away from the site, their

loads shall be trimmed and covered. If, in the judgment of the OWNER, adequate cleanup efforts are not being expended, including but not limited to, roadway, driveway and drainage maintenance, and removal of surplus materials, further construction shall be halted and work forces directed to the cleanup activity until proper order is restored. Should the CONTRACTOR continue to be negligent of his duties in maintaining proper street cleanliness, the OWNER will take necessary steps to perform such cleaning and shall charge the CONTRACTOR for all the costs.

#### 16. DUST CONTROL

All haul roads, detour roads, temporary access roads, other public or private roads, driveways and parking lots used by the CONTRACTOR must be maintained in a dust free condition for the duration of the Contract. The control of the dust shall be accomplished by application of dust control materials and methods of application as approved and as directed by the ENGINEER. Such dust control materials shall be applied as often as is necessary to control dust. Neglect of dust control will not be tolerated.

Should the CONTRACTOR be negligent of his duties in providing dust control, the OWNER may, with or without notice cause the same to be done and deduct the cost of such work from any monies due or to become due the CONTRACTOR under the Contract. Cost of providing dust control shall be considered incidental to the project.

#### 17. WORKING SPACE & USE OF STREETS OR PRIVATE PROPERTY

The CONTRACTOR's operations in public streets or alleys shall be confined to as small a space as practicable, so as not to cause undue inconvenience to the public or abutting properties, and shall be subject to the approval of the ENGINEER.

Where the CONTRACTOR wishes to work on or stockpile materials on nearby properties, it will be his responsibility to contact the property owner for permission. Upon request, the CONTRACTOR shall provide a copy of written permission from any affected property owner. The OWNER will not become involved with any such agreements and will not be held responsible for any damages that the CONTRACTOR may cause to private property. The CONTRACTOR shall not be compensated for restoration of private properties and stockpile areas unless said areas were within the original project limits.

#### 18. EASEMENTS

Prior to the start of construction, the CONTRACTOR shall verify with the OWNER that any required easements have been obtained.

The CONTRACTOR shall keep his work operations within these easements and shall be responsible for complying with any easement conditions that are shown on the plans or stated in the Contract documents.

#### 19. POWER & LIGHT

The CONTRACTOR shall furnish, at his own expense, all the electric power and lighting necessary during the life of this Contract or until such time as the OWNER takes over the work. The CONTRACTOR shall be responsible for complying with any applicable ordinances or regulations concerning power and light.

#### 20. WATER

Unless otherwise allowed by the OWNER, the CONTRACTOR shall furnish, at his own expense, all the water necessary during the life of this Contract or until such time as the OWNER takes over the work.

The CONTRACTOR shall not make a connection to any public water main or fire

hydrant without first obtaining the necessary permit and/or meter from the OWNER.

Existing public water systems shall be operated and controlled by the OWNER. All valves shall be operated exclusively by the OWNER's personnel.

The CONTRACTOR shall not make any connection to or obtain water from a private water source without obtaining written permission from the owner of the water source. The CONTRACTOR shall provide a copy of the written permission to the OWNER upon request.

#### 21. WEATHER PROTECTION & HEATING

The CONTRACTOR shall provide and maintain weather protection and heating at his own expense to properly protect the work under construction from damage if weather conditions require. This work shall include all windbreaks, insulating cover, and other necessary measures required to provide protection from freezing.

The CONTRACTOR shall continue to provide weather protection and heating as necessary until such time as the OWNER takes over the work.

#### 22. RAILROAD CROSSING

Where the work crosses a railroad right-of way, the CONTRACTOR shall secure Railroad Company approval of his methods and schedule of operation. The CONTRACTOR shall carry out his work in strict accordance with the standards of the Railroad Company. The CONTRACTOR shall pay any inspection, signal or flagman costs.

#### 23. OWNERSHIP OF SALVAGED MATERIALS

All salvageable materials such as castings, hydrants, valves, culverts and similar items removed during construction shall remain

the property of the OWNER. The CONTRACTOR shall deliver these salvaged materials to the OWNER's public works facility. If the OWNER indicates that he does not want the salvaged items, then the CONTRACTOR shall be responsible for disposal of the items.

*End of Section*

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1. GENERAL

2. LOCATION OF PROJECT

The project site is located at 14 W Forest Ave in the City of Ypsilanti, Michigan.

3. SCOPE OF PROJECT

The work to be done under this Contract includes the stabilization of the DPS Salt Barn and maintenance building for safe use and the prevention of further lateral movement, as well as roof replacement for the center-bay of the maintenance building, in accordance with the plans and specifications.

All construction activities must be conducted within the scheduled dates stated within this Contract.

4. CONSTRUCTION STANDARDS

It is the intention of these specifications to construct all work in accordance with applicable requirements of the City of Ypsilanti and the Michigan Department of Transportation and these specifications. Where there is a conflict between any of the aforementioned specifications and the requirements of the agency controlling the respective rights-of-way, the more restrictive shall govern.

5. PROGRESS MEETINGS

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During the life of the project bi-weekly progress meetings may be held to discuss the project status, potential construction problems, the schedule, and other items that may impact the progress of the work. This meeting shall be attended by the CONTRACTOR, any subcontractors whose work is in progress or will be started in the two weeks following the progress meeting, the ENGINEER and the OWNER. The date, place, and time of the first progress meeting will be set at the preconstruction meeting and subsequent meetings will follow every other week.

6. INCIDENTAL CONTRACT ITEMS

All items of work noted on the plans or in the specifications that are not specifically noted in the Bid Form as a pay item shall be considered incidental to the construction of the project and shall be constructed at no extra cost to the OWNER.

7. PROJECT COORDINATION WITH OWNER & OTHER CONTRACTORS

The OWNER, utility companies, and commercial or private owners may have construction projects occurring within or adjacent to the project limits during the life of this Contract. At time of advertisement, there are no known construction projects scheduled at the project location.

The CONTRACTOR shall coordinate his construction with all such projects that may be ongoing in the vicinity.

Also, where the CONTRACTOR's work affects the operation of the OWNER's utilities, the CONTRACTOR shall be responsible for coordinating his work with the OWNER. The CONTRACTOR shall give at least 72 hours' notice to the OWNER in order to schedule activities such as valve operation, hydrant operation, sewer and structure cleanout, etc. No claim for extra compensation or adjustments in Contract Unit Prices will be allowed on account of delay or failure of others to complete work scheduled.

8. COMPLETION DATES

The entire project shall be completed on or before September 15, 2025. Liquidated damages will be assessed for failure to complete on time in accordance with the Supplemental Specifications. Damages will continue to be assessed until the project is completed.

No extension of time will be granted for labor disputes unless it can be shown that such disputes are industry wide.

Any extra costs incurred by the CONTRACTOR due to cold weather protection, night work, winter grading, insufficient manpower, and equipment necessary to maintain the expedited schedule and/or meet the completion date, and any overtime utilized will not be paid for separately.

No extension of time will be granted for delays in delivery of critical material unless the delay can be shown to be industry-wide and the delay affects a critical item of work.

9. MINIMUM WAGE REQUIREMENTS

The CONTRACTOR shall refer to the Supplemental Instructions to Bidders.

#### 10. FEDERAL REQUIREMENTS

This project is not Federally funded.

#### 11. FAIR EMPLOYMENT PRACTICES ACT

The CONTRACTOR agrees that neither he nor his subcontractors will discriminate against any employee or applicant for employment. The CONTRACTOR shall not discriminate with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin or ancestry, nor shall age or sex be a condition of employment except where based upon an occupational qualification. Breach of these covenants may be regarded as a material breach of this Contract.

#### 12. OBSERVATION OF CONSTRUCTION

Construction operations may require check in observations by the OWNER's representative. The CONTRACTOR must notify the ENGINEER at least three (3) working days (72 hours) prior to construction and no work shall be performed without the ENGINEER's awareness. Contact the Construction Staffing Coordinator at (734) 522-6711 to schedule observation.

#### 13. HOURS OF WORK

Work may be performed during the hours of 7 a.m. to 8 p.m., Monday through Saturday only. Work at other times may be performed only by written permission of the OWNER.

#### 14. TESTING & SAMPLING

The CONTRACTOR shall furnish all samples of materials necessary for tests as determined by the ENGINEER or the Construction Observer. All samples taken for analysis and tests shall be taken in such a manner as to be truly representative of the entire lot under test. The CONTRACTOR shall furnish such assistance and facilities as the ENGINEER may require for collecting, storing or curing samples. Where materials tests are to be performed by the manufacturer, the certificates of approval shall be submitted to the ENGINEER. The cost of all such testing by manufacturers shall be incidental to the project. Additional required tests on materials in place shall be made at the expense of the OWNER, unless otherwise stipulated.

The OWNER's Agent shall arrange for and furnish testing services as provided by an acceptable independent laboratory as part of this Contract.

#### 15. TRAFFIC MAINTENANCE & CONTROL

Traffic control is not expected to be necessary for this project. However, the CONTRACTOR must work around DPS operations, as the DPS yard is an active site.

#### 16. LOAD RESTRICTIONS ON LOCAL STREETS

The CONTRACTOR shall not operate heavy trucks or equipment on any side street within the project area without permission from ENGINEER, the OWNER or appropriate governing agency.

#### 17. UTILITIES

For protection of underground utilities, the CONTRACTOR shall contact “Miss Dig” at 1-800-482-7171 a minimum of three (3) working days prior to excavating. This does not relieve the CONTRACTOR of the responsibility of notifying utility owners who may not be part of the “Miss Dig” alert system.

Utility relocation work is not expected to be necessary for this project.

#### 18. EMERGENCY REPAIR

When the CONTRACTOR is not actively performing work on a particular construction site, situations of an emergency nature may arise as a result of uncompleted work. Such situations may affect, directly or indirectly, public and/or private property, and may ultimately affect the health, safety, and welfare of individuals or the general public. The intent of this article is to provide a procedure to eliminate these problems as they occur. While these problem situations can and do readily develop as emergencies, the ENGINEER shall direct field-related operations and require immediate efforts by the CONTRACTOR to remedy the deficiency in a method of his choosing because of his expertise in the field, time being of the essence. The correction of the “emergency” which may arise when no activity exists on the construction site shall be handled in the following manner:

A. The ENGINEER shall observe the site, take any necessary photographs and/or prepare any necessary sketches of conditions at the site to determine that the situation constitutes an emergency.

B. The ENGINEER then has three alternative sources of manpower and equipment to be selected to remedy the emergency situation in the following order:

1. The CONTRACTOR under Contract with the OWNER to perform all work on the site location in question;

2. The OWNER’s Department of Public Services (DPS) or Ypsilanti Community Utilities Authority (YCUA)

3. An independent CONTRACTOR designated by the OWNER.

Since the nature and extent of most unfinished work on a particular construction site is well known by both the ENGINEER’s authorized agent and the CONTRACTOR at the time of declaring such an “emergency situation” as set forth herein before; the CONTRACTOR under Contract to the OWNER for the particular project would be the first party notified and would be expected to respond immediately with necessary manpower and equipment to remedy the problem.

If a reasonable time to respond to the emergency notification is not evident, in the best judgment of the ENGINEER, then the CONTRACTOR shall be judged to have waived his rights to

physically correct the problem, but not his obligations to pay for such a physical correction or damages resulting there from. The ENGINEER shall then contact the OWNER's DPS or YCUA for their assistance in correcting the "emergency situation". Where existing commitments by the DPW or YCUA prohibit their immediate response to the request by the ENGINEER, the ENGINEER shall finally direct that corrective measures be performed by the independent contractor previously contacted by the OWNER to perform such emergency work when so directed.

Since the cost for all remedial work undertaken by the CONTRACTOR on this project shall be borne by the CONTRACTOR and it is necessary to engage the services of the DPW or YCUA or an independent contractor, then all costs incurred would be deducted from monies due and payable to the CONTRACTOR on the particular project as set forth on any ensuing regular job estimates.

Typical costs which will be deducted from Contract monies due would be:

- A. Payroll wages
- B. Material bills
- C. Equipment rental (Ann Arbor area rates) and moving costs
- D. 15% profit and overhead for independent contractor
- E. 10% administrative costs
- F. Observation costs

#### 19. USE OF WATER

CONTRACTOR shall not make a connection to any fire hydrant without first obtaining the necessary permit (meter) from Ypsilanti Community Utilities Authority. The CONTRACTOR shall be charged for all water used. Contact Sean Knapp at YCUA for more information at 734-484-4600.

#### 20. INSURANCE SPECIFICATION MODIFICATIONS

Insurance Specifications, Items 2.3.2, Paragraph B:

In addition to the City of Ypsilanti (OWNER) and Orchard, Hiltz & McCliment, Inc. (ENGINEER), the following shall be covered under the OWNER's Protective Liability Policy:

- 1. City of Ypsilanti Employees, Agents and Consultants, individually
- 2. Ypsilanti City Council, jointly and individually

#### 21. GENERAL SPECIFICATION MODIFICATIONS

Page GS-1, item 3, Soil Erosion and Sedimentation Control, should read as follows:

The CONTRACTOR shall comply with the requirements of the Soil Erosion and Sedimentation Control Act of the State of Michigan, Part 91 of Act 451 of the Public Acts of 1994 and with all the requirements, rules and standards of the official enforcing agent for the project location.

Page GS-4, item 15, Cleanliness of the Work Site and Streets, add the following paragraph to the end of the section:

“The CONTRACTOR shall perform all roadway and driveway maintenance operations, including but not necessarily limited to aggregate placement and grading throughout during the duration of the Contract and at times as directed by the ENGINEER.” The CONTRACTOR shall specifically perform these operations before noon on Fridays in preparation for the weekend and before noon on Mondays.

Page GS-4, item 16, Dust Control, add the following after the third sentence of the first paragraph:

“At a minimum, dust control materials shall be applied by no later than noon on Mondays and Fridays during the duration of the Contract and at other times as directed by the ENGINEER.”

Page GS-6, item 20, Water, the third paragraph should read: Existing public water systems shall be operated by the CONTRACTOR. All valves shall be operated exclusively by the CONTRACTOR’s personnel.

Operation of valves by CONTRACTOR only in presence and direction of OHM and/or YCUA. 48 hours’ notice shall be given to OHM of all intended shutdowns.

**Appendix A:**  
**Project Construction Drawings**

# CITY OF YPSILANTI

## SALT BARN AND MAINTENANCE BUILDING STABILIZATION

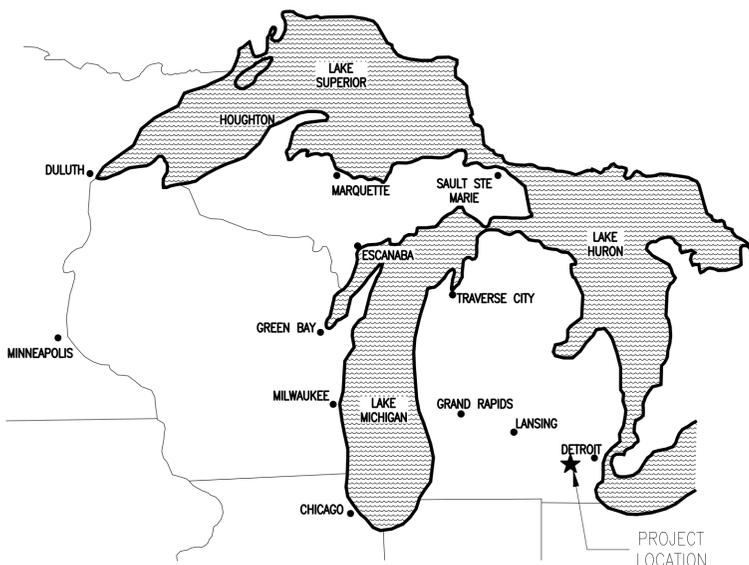


**OWNER:**

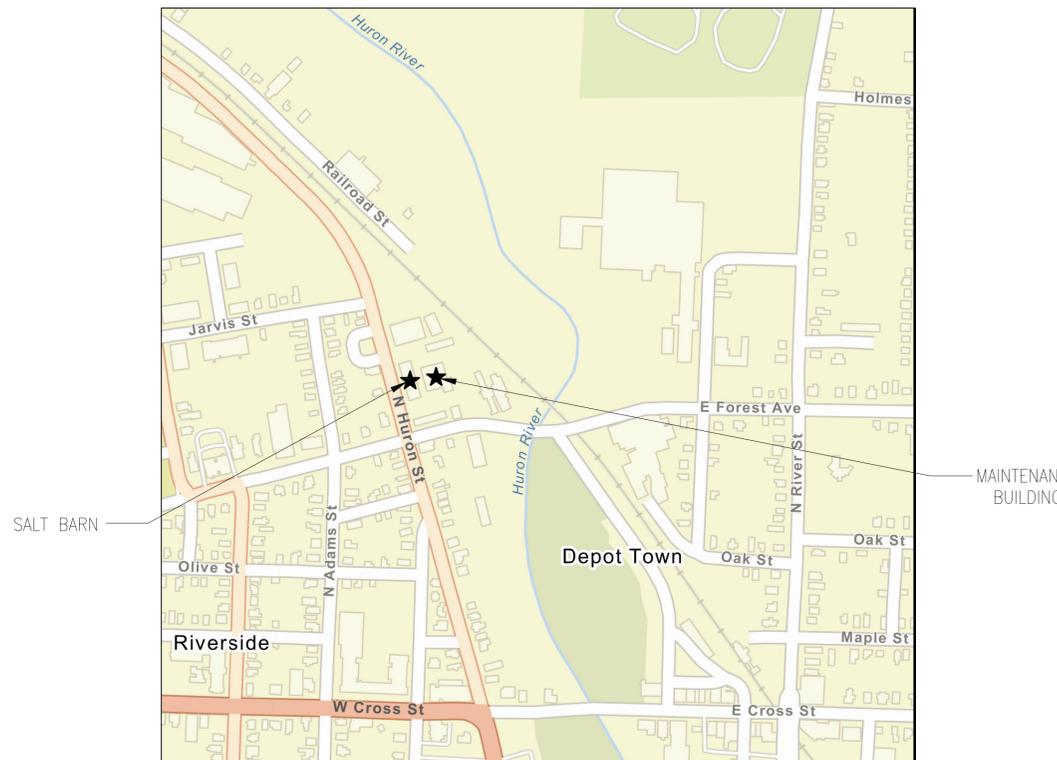
CITY OF YPSILANTI  
 14 WEST FOREST AVE  
 YPSILANTI, MI 48197  
 231.758.3100  
 PROJECT CONTACT -  
 BONNIE WESSLER, AICP, DIRECTOR OF PUBLIC SERVICES

**ENGINEER:**

OHM ADVISORS  
 34000 PLYMOUTH ROAD  
 LIVONIA, MI 48150  
 734.522.6711  
 PROJECT CONTACT -  
 RACHEL JACKSON, PE, PROJECT MANAGER  
 MICHAEL SPURBECK, PE, STRUCTURAL ENGINEER



AREA LOCATION MAP



PROJECT LOCATION MAP

**GENERAL NOTES:**

- GENERAL NOTES APPLY TO ALL DRAWINGS.
- DO NOT SCALE DRAWINGS. ANY DIMENSIONAL INFORMATION REQUIRED WHICH IS NOT INDICATED ON DRAWING DIMENSION STRINGS SHALL BE OBTAINED FROM THE ENGINEER.
- DIMENSIONS SHOWN ARE FINISH SURFACE OF EXISTING CONSTRUCTION, UNLESS NOTED OTHERWISE.
- CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS (I.E. EXISTING MATERIALS, FRAMING MEMBER SIZES AND LOCATIONS, METHODS OF CONSTRUCTION). IF DISCREPANCIES ARE FOUND, NOTIFY ENGINEER BEFORE PROCEEDING WITH WORK.
- CONTRACTOR SHALL PAY ALL PERMIT FEES.
- CONTRACTOR SHALL MAINTAIN THE IMMEDIATE CONSTRUCTION SITE IN A SECURE, CLEAN AND SAFE MANNER.
- PROTECTION: CONTRACTORS SHALL BE SOLELY RESPONSIBLE FOR TAKING ALL STEPS NECESSARY TO PROTECT THE PUBLIC FROM INJURY AND ADJACENT PROPERTY DAMAGES DURING CONSTRUCTION AS REQUIRED BY LOCAL CODES.
- REPAIR ALL EXISTING CONSTRUCTION AFFECTED BY NEW WORK TO ITS ORIGINAL CONDITION.
- OWNER OCCUPATION: THE CONTRACTOR SHALL ASSUME THAT THE OWNER WILL REQUIRE ACCESS TO THE SALT BARN DURING WINTER MONTHS ONLY. WORK PERFORMED DURING THIS TIME WILL REQUIRE COORDINATION WITH THE OWNER'S PERSONNEL. THE MAINTENANCE BUILDING CENTER MAINTENANCE BAY WILL NOT BE OCCUPIED DURING THE WORK. EAST AND WEST BUILDING BAYS WILL BE VACATED AND UNOCCUPIED AS REQUIRED FOR THE WORK, SUBJECT TO COORDINATION WITH THE OWNER.

**OWNER REVIEW**

**PROJECT No.** 0094-24-0010  
**DATE:** 09/05/2024

**DRAWING INDEX:**

G-001	COVER SHEET
S-001	STRUCTURAL NOTES
1S-101	SALT BARN STABILIZATION PLANS
1S-301	SALT BARN SECTIONS AND DETAILS
1S-302	SALT BARN END ELEVATIONS AND DETAILS
2SD-101	MAINTENANCE BUILDING DEMO PLAN - BASE BID
2S-101	MAINTENANCE BUILDING STABILIZATION PLAN - BASE BID
2S-301	MAINTENANCE BUILDING SECTIONS AND DETAILS - BASE BID
2S-101-A1	MAINTENANCE BUILDING ROOF FRAMING PLAN - ALTERNATE 1
2S-301-A1	MAINTENANCE BUILDING SECTIONS AND DETAILS - ALTERNATE 1
2S-101-A2	MAINTENANCE BUILDING STABILIZATION PLAN - ALTERNATE 2

I Certify That The Structural Plans Were Prepared Under My Direct Supervision

ISSUED FOR:	OWNER REVIEW	09/05/2024	DATE
REVISION	DESCRIPTION		

PROJECT NUMBER: 0094-24-0010  
 PM: [ ]  
 RU: [ ]  
 CITY OF YPSILANTI  
 SALT BARN AND MAINTENANCE BUILDING STABILIZATION  
 14 W FOREST AVENUE  
 COVER SHEET

G-001

DRAWING PATH: P:\0000\_01000094\240010\_Salt\_Barn\_Stabilization\Drawings\Structure\20240905\COVER.dwg Sep 05, 2024 7:02pm

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LEGEND	ABBREVIATIONS (cont)
	DENOTES COLUMN ABOVE
	DENOTES BEAM POCKET IN CONC WALL (SIZED FOR BEAM, BEARING PLATE AND GROUT)
	DENOTES COL. FROM ABOVE, CONT. THROUGH FLOOR FRAMING, SUPPORTED BY FTG. FOUNDATIONS OR PLANK
	DENOTES COL. SUPPORTING FLOOR FRAMING
	DENOTES CONCRETE MASONRY UNIT (CMU)
	DENOTES BEARING WALL
	DENOTES COLUMN MARK
	DENOTES BEAM MARK
	DENOTES FOOTING MARK
	DENOTES PIER MARK
	DENOTES LINTEL MARK
TRUSSES = PRE-ENGINEERED METAL-PLATE-CONNECTED WOOD TRUSSES	
	GIRDER TRUSS
	BEAM
	RAFTER OR JOIST
	OVERBUILD FRAMING
	FOUNDATION WALL
	FOOTING
	MOMENT CONNECTION

### ABBREVIATIONS

SYM & #	AND NUMBER
<b>A</b>	ALUMINUM
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
APPROX	APPROXIMATE
ARCH	ARCHITECTURAL (ARCHITECT)
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
<b>B</b>	BOTH FACES
BLDG	BUILDING
BLK	BLOCK
BLKG	BLOCKING
BOF	BOTTOM OF FOOTING
BRG	BEARING
BRKT	BRACKET
BTM	BOTTOM
BTWN	BETWEEN
<b>C</b>	CAST-IN-PLACE
CIP	CONTROL JOINT
CL	CENTER LINE
CLR	CLEAR
CMU	CONCRETE MASONRY UNIT
COL	COLUMN
CONC	CONCRETE
<b>D</b>	DEGREE
DEM	DEMOLITION
DET	DETAIL
DIA	DIAMETER
DIST	DISTANCE
DL	DEAD LOAD
<b>E</b>	EACH
EA	EACH FACE
EJ	EXPANSION JOINT
EL	ELEVATION
ENG	ENGINEER
ENTR	ENTRANCE
EQ	EQUAL
EQUIP	EQUIPMENT
ES	EACH SIDE
EW	EACH WAY
EX	EXISTING
EXP	EXPANSION (EXPOSED)
<b>F</b>	FLOOR DRAIN
FD	FINISHED FLOOR
FF	FINISH/FINISHED
FIN	FINISH/FINISHED
FT	FOOT/FEET
FTG	FOOTING
<b>G</b>	GAGE
GA	GALVANIZED
GALV	GALVANIZED
GB	GYPSON BOARD
GT	GIRDER TRUSS
GYP	GYPSON

<b>H</b>	HEADER
HDR	HORIZONTAL
HORIZ	HORIZONTAL
HR	HOUR
HT	HEIGHT
<b>I</b>	INCH/INCHES
IN	INCH/INCHES
INSUL	INSULATION
<b>J</b>	JOIST
JST	JOIST
JT	JOINT
<b>L</b>	LONG LEG HORIZONTAL
LLH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL
LONG	LONGITUDINAL
LP	LOW POINT
LT	LEFT
<b>M</b>	MAXIMUM
MAX	MICHIGAN BUILDING CODE
MBC	MECHANICAL
MECH	MECHANICAL
MFR	MANUFACTURER
MIN	MINIMUM
MISC	MISCELLANEOUS
MO	MASONRY OPENING
MRC	MICHIGAN RESIDENTIAL CODE
<b>N</b>	NORTH
NA	NOT APPLICABLE
NIC	NOT IN CONTRACT
NO	NUMBER
NOM	NOMINAL
NTS	NOT TO SCALE
<b>O</b>	OHIO BUILDING CODE
OBC	ON CENTER
OC	OVERHEAD
OH	OVERHEAD
<b>P</b>	POUNDS PER CUBIC FOOT
PCF	PLATE
PL	PLUMBING
PLMB	PLYWOOD
PLYWD	PREFABRICATED
PREFAB	POUNDS PER SQUARE FOOT
PSF	POUNDS PER SQUARE INCH
PSI	PRESSURE TREATED
PT	POLYVINYL CHLORIDE
PVC	QUANTITY
<b>Q</b>	QUANTITY
QTY	QUANTITY
<b>R</b>	REINFORCE
REINF	REQUIRED
REQD	REVISE/REVISION
REV	ROUGH OPENING
RO	ROUGH SAWN
RS	RIGHT
RT	RIGHT
<b>S</b>	SIMILAR
SIM	SLAB ON GRADE
SOG	SQUARE FOOT/FEET
SQ FT	SQUARE INCH/INCHES
SQ IN	STEEL
STL	STEEL
<b>T</b>	TOP & BOTTOM
T&B	TONGUE & GROOVE
T&G	TEMPERATURE/TEMPERED
TEMP	TOP OF BEAM
TOB	TOP OF CONCRETE
TOC	TOP OF MASONRY
TOM	TOP OF STEEL
TOS	TOP OF WALL
TOW	TYPICAL
TOP	UNLESS NOTED OTHERWISE
UNO	VERTICAL
<b>V</b>	VERIFY IN FIELD
VERT	WIDE FLANGE
<b>W</b>	WEIGHT
WF	WELDED WIRE FABRIC
WD	WOOD
WF	WEIGHT
WT	YARD
WWF	YARD
<b>Y</b>	
YD	

GENERAL STRUCTURAL NOTES
<b>GENERAL STRUCTURAL NOTES</b>
1. THE GENERAL STRUCTURAL NOTES ARE INTENDED TO AUGMENT THE DRAWINGS AND SPECIFICATIONS. SHOULD CONFLICTS OCCUR BETWEEN DOCUMENTS, THE STRICTEST PROVISION SHALL GOVERN.
2. THE CONTRACTOR SHALL LIMIT THE AMOUNT OF LOAD IMPOSED UPON THE STRUCTURAL FRAMING SYSTEM DURING CONSTRUCTION. LOADS, INCLUDING CONSTRUCTION LOADS, MUST NOT EXCEED THE DESIGN CAPACITY OF THE FRAMING AT THE TIME THE LOADS ARE IMPOSED. THE CONTRACTOR SHALL INFORM THE ENGINEER OF POTENTIAL CONSTRUCTION LOADS DEEMED EXCESSIVE BY THE CONTRACTOR.
3. THE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED SELF SUPPORTING, STABLE STRUCTURE UNLESS OTHERWISE INDICATED. THEY DO NOT INDICATE THE MEANS OR METHOD OF CONSTRUCTION. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE, CONSTRUCTION SEQUENCE AND PROVIDE ALL MEASURES OR TEMPORARY BRACING NECESSARY TO ENSURE THE STABILITY AND SAFETY OF THE STRUCTURE AND ITS COMPONENTS. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, SHORING FOR CONSTRUCTION EQUIPMENT, SHORING FOR THE BUILDING, SHORING FOR EARTH BANKS, FORMS, SCAFFOLDING, PLANKING, SAFETY NETS, SUPPORT AND BRACING FOR CRANES AND GIN POLES, ETC.
4. ALL MATERIALS AND WORKMANSHIP SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF THE GOVERNING BUILDING CODE: MICHIGAN BUILDING CODE, CURRENT EDITION.
5. SUBMITTALS: THE FOLLOWING SUBMITTALS ARE REQUIRED FOR REVIEW BY THE ENGINEER
A. CONCRETE
1. PRODUCT DATA FOR CEMENT, ADMIXTURES AND CURING MATERIALS
2. DESIGN MIXTURE(S)
3. COMPRESSION TEST REPORTS FOR FIELD-CURED CYLINDERS TAKEN AT 7 AND 28 DAYS
4. PRODUCT DATA FOR POST-INSTALLED WEDGE/EPOXY ANCHORS
B. STEEL
1. SHOP DRAWINGS FOR MISCELLANEOUS FABRICATED STEEL COMPONENTS
C. WOOD
1. PRODUCT DATA FOR WOOD MATERIALS USED, INCLUDING PRESERVATIVE TREATMENT
2. MANUFACTURED WOOD TRUSS DESIGN AND FABRICATION DATA
D. ROOFING
1. PRODUCT DATA AND SAMPLE FOR MATCHING, OF ASPHALT SHINGLES AND METAL TRIM
2. PRODUCT DATA FOR EPDM ROOFING, INSULATION AND SEALANTS
6. ALL SHOP DRAWINGS PREPARED BY SUPPLIERS, SUBCONTRACTORS, ETC. SHALL BE REVIEWED BY THE ENGINEER FOR CONFORMANCE WITH DESIGN INTENT ONLY. SHOP DRAWINGS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO FABRICATION. ENGINEERS APPROVAL OF SHOP DRAWINGS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR FIT, QUANTITY AND CONSTRUCTION QUALITY CONTROL.
7. THE CONTRACTOR SHALL INFORM THE ENGINEER OF ANY DEVIATIONS FROM THE DRAWINGS. DO NOT CUT OR MODIFY STRUCTURAL MEMBERS WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER.
8. CONTRACTOR SHALL NOT MIX GALVANIZED AND STAINLESS STEEL AT ANY TIME. ANY METAL PARTS IN CONTACT WITH OTHER METAL PARTS SHALL BE OF A SIMILAR METAL.
9. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING COMPLETE AND FUNCTIONING SYSTEMS, INCLUDING BUT NOT LIMITED TO, PROVIDING (AT NO ADDITIONAL COST) ITEMS NOT SPECIFICALLY SHOWN IN THESE DRAWINGS WHICH ARE NORMALLY CONSIDERED NECESSARY.
10. SELECTIVE DEMOLITION - MAINTENANCE BUILDING: SCOPE OF WORK REQUIRES THE DEMOLITION AND REMOVAL OF INDICATED PORTIONS OF THE MAINTENANCE BUILDING, INCLUDING THE 6/12 PITCH GABLE ROOF AND THE UPPER PORTION OF BOTH GABLED END WALLS. SUPPORTING STRUCTURE FOR THE ROOF IS INSUFFICIENT AND THE CONTRACTOR IS CAUTIONED TO PROVIDE NECESSARY TEMPORARY SUPPORTS AND BARRICADES FOR THE SAFE REMOVAL OF ROOFING, DECK, RAFTERS, AND INSULATION.
11. HAZARDOUS MATERIALS - FOAMED ROOF INSULATION TO BE REMOVED FROM THE MAINTENANCE BUILDING IS NOT CONSIDERED TO BE ASBESTOS-CONTAMINATED MATERIAL. NO PAINT REMOVAL IS ANTICIPATED.
12. CONTRACTOR SHALL DISPOSE OF ALL DEMOLITION DEBRIS OFF SITE IN LOCATIONS AND BY METHODS APPROVED BY LOCAL AUTHORITIES HAVING JURISDICTION.

GENERAL STRUCTURAL NOTES (cont)
<b>CONCRETE</b>
1. PROVIDE MINIMUM 28-DAY CONCRETE COMPRESSIVE STRENGTH OF 4,000 PSI ( $f'c = 4,000$ PSI). PROVIDE NORMAL WEIGHT CONCRETE, WITH $6\% \pm 1.5\%$ ENTRAINED AIR FOR EXTERIOR APPLICATIONS, MAXIMUM W/C RATIO $< 0.45$ , AND MAXIMUM 4" SLUMP, UNLESS SUPER-PLASTICIZERS ARE USED. USE OF SUPER-PLASTICIZERS IS SUBJECT TO PRIOR APPROVAL BY THE ENGINEER.
2. PROVIDE READY-MIX CONCRETE CONFORMING TO ASTM C-94.
3. CONCRETE SHALL BE PLACED IN ACCORDANCE WITH ACI 117 301, 305R, 306.1, AND 308.1, LATEST APPLICABLE EDITION.
4. REINFORCING STEEL CONFORMING TO ASTM A-615, GRADE 60 IS REQUIRED. PLACE REINFORCING STEEL IN CONFORMANCE WITH CRSI MANUAL OF STANDARD PRACTICE.
5. CONFORM TO ASTM A706/A706M, GRADE 60 FOR REINFORCING STEEL TO BE WELDED. PLACE REINFORCING STEEL IN CONFORMANCE WITH CRSI MANUAL OF STANDARD PRACTICE. WELD REINFORCED STEEL IN ACCORDANCE WITH AWS D1.4 PERFORM WELDING BY CERTIFIED WELDERS. USE E70XX ELECTRODES. DO NOT WELD REINFORCEMENT UNLESS DETAILED AS SUCH.
6. REINFORCING STEEL SHALL HAVE A MINIMUM CONCRETE COVER AS LISTED BELOW UNLESS OTHERWISE NOTED.
A. CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH: 3"
B. CONCRETE CAST AGAINST FORMS BUT EXPOSED TO EARTH OR WEATHER:
1. NO. 5 OR SMALLER 1 1/2"
2. GREATER THAN NO. 5 2"
C. SLAB ON GRADE: 2" FROM T/SLAB
7. POST INSTALLED ANCHORS OR REBAR SHALL BE ANCHORED INTO CONCRETE WITH HILTI HIT-HY 200 EPOXY INJECTION ADHESIVE, OR AN APPROVED EQUAL. REFER TO MANUFACTURER'S RECOMMENDATIONS FOR INSTALLATION INSTRUCTIONS. SEE DETAILS FOR MINIMUM EMBEDMENT.

REINFORCEMENT LAP SPLICE LENGTH+					
BAR SIZE	$f'c = 3,000$ psi	$f'c = 4,000$ psi	$f'c = 5,000$ psi	TOP BARS* ALL OTHER BARS	ALL OTHER BARS
#3	28"	22"	24"	19"	17"
#4	37"	29"	33"	25"	23"
#5	47"	36"	40"	31"	28"
#6	56"	43"	49"	38"	34"
#7	81"	63"	70"	54"	49"
#8	93"	72"	81"	62"	56"

\* TOP BARS ARE HORIZONTAL BARS WITH MORE THAN 12" OF FRESH CONCRETE BELOW BAR.  
+ LAP SPLICE LENGTHS SHOWN ARE CLASS B SPLICE LENGTHS FOR UNCOATED OR GALVANIZED BARS WITH CLEAR COVER OF 4db OR MORE AND WITH CLEAR SPACING OF 2db OR MORE. INCREASE LAP LENGTHS BY 50% FOR EPOXY COATED OR DUAL ZINC-EPOXY COATED BARS WITH CLEAR COVER LESS THAN 3db OR WITH CLEAR SPACING LESS THAN 6db. INCREASE LAP LENGTHS BY 20% FOR EPOXY COATED OR DUAL ZINC-EPOXY COATED BARS WITH CLEAR COVER OF 3db OR MORE AND WITH CLEAR SPACING OF 6db OR MORE. SPLICE LENGTHS SHOWN ARE FOR NORMAL WEIGHT CONCRETE AND REINFORCEMENT WITH A YIELD STRENGTH OF 60,000 PSI (60 KSI).

ALTERNATE 1 LOADS	
SNOW LOADS	
BALANCED SNOW	
1. GROUND SNOW LOAD, $P_g$	15.1 PSF
2. FLAT-ROOF SNOW LOAD, $P_f$	15.1 PSF
3. SNOW EXPOSURE FACTOR, $C_e$	0.90
4. RISK CATEGORY	II
5. SNOW LOAD IMPORTANCE FACTOR, $I_s$	1.0
6. ROOF THERMAL FACTOR, $C_t$	1.20
7. SLOPED ROOF FACTOR, $C_{su}$	1.0
8. SLOPED ROOF SNOW LOAD, $P_s$	15.1 PSF
UNBALANCED SNOW	
1. WINDWARD (18°)	15.1 PSF
2. LEeward (18°)	4.54 PSF
DRIFT SNOW	
1. MAX DRIFT SURCHARGE= $P_d = 18.1$ PSF	DRIFT WIDTH $W = 8.7'$

LOAD OR VARIABLE	
1. ULTIMATE DESIGN WIND SPEED (3-SECOND GUST)	107 MPH
2. RISK CATEGORY	II
3. WIND EXPOSURE CATEGORY	B
4. INTERNAL PRESSURE COEFFICIENT (ENCLOSED BUILDING)	$\pm 0.18$
5. MAIN WIND FORCE RESISTING SYSTEM (MAX ROOF UPLIFT)	14.1 PSF
6. MAIN WIND FORCE RESISTING SYSTEM (MAX WALL)	13.4 PSF
7. COMPONENTS & CLADDING DESIGN PRESSURE (ZONE 1)	+13.1, -32.4 PSF
8. COMPONENTS & CLADDING DESIGN PRESSURE (ZONE 2)	+13.1, -32.4 PSF
9. COMPONENTS & CLADDING DESIGN PRESSURE (ZONE 3)	+13.1, -47.3 PSF
10. COMPONENTS & CLADDING DESIGN PRESSURE (ZONE 4)	+17.5, -19.0 PSF
11. COMPONENTS & CLADDING DESIGN PRESSURE (ZONE 5)	+17.5, -23.5 PSF

GENERAL STRUCTURAL NOTES (cont)
<b>STRUCTURAL STEEL</b>
1. COMPLY WITH CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES - THE LATEST APPLICABLE EDITION
2. STRUCTURAL STEEL PLATES, ANGLES, CHANNELS AND S-SHAPE MEMBERS: ASTM A36, $F_y = 36$ KSI.
3. ANCHOR RODS: ASTM F1554, GRADE 36.
4. USE GALVANIZED ASTM A307 3/4" DIAMETER FOR ALL BOLTS IN STANDARD ROUND HOLES UNLESS NOTED OTHERWISE ON THE PLANS.
5. SUBMIT SHOP DRAWINGS FROM STRUCTURAL STEEL FABRICATOR FOR APPROVAL OF THE ENGINEER, PRIOR TO FABRICATION. FOLLOW STANDARD PRACTICES SET FORTH IN THE AISC MANUAL "DETAILING FOR STEEL CONSTRUCTION" FOR DETAIL DRAWINGS OF THE MEMBERS AND THEIR CONNECTIONS. INDICATE WELDS, USING STANDARD AWS WELDING SYMBOLS. SHOW SIZE LENGTH AND TYPE OF EACH WELD.
6. ALL BOLTED CONNECTIONS SHALL BE BEARING TYPE N UNLESS OTHERWISE NOTED.
7. ALL STRUCTURAL STEEL MEMBERS AND ACCESSORIES UNLESS NOTED OTHERWISE, SHALL BE GALVANIZED.
8. PROVIDE HOT DIPPED GALVANIZING IN ACCORDANCE WITH ASTM A123. PROVIDE FIELD TOUCH-UP OF ABRASED OR DAMAGED GALVANIZED COATINGS WITH HIGH-ZINC-DUST-CONTENT PAINT WITH DRY FILM CONTAINING NOT LESS THAN 94% ZINC DUST BY WEIGHT COMPLYING WITH SSPC-PAINT 20.
9. DESIGN, CONSTRUCTION AND REMOVAL OF ALL TEMPORARY SUPPORTS AND BRACING (SEE AISC CODE OF STANDARD PRACTICE) IS THE RESPONSIBILITY OF THE CONTRACTOR.
10. WELDING SHALL BE IN ACCORDANCE WITH THE STRUCTURAL WELDING CODE - STEEL (AWS D1.1-CURRENT) PUBLISHED BY THE AMERICAN WELDING SOCIETY. PERFORM WELDING BY CERTIFIED WELDERS. USE E70XX ELECTRODE.

### PRE-ENGINEERED WOOD TRUSS NOTES

- CONTRACTOR SHALL PROVIDE AND INSTALL METAL-PLATE CONNECTED WOOD TRUSSES DESIGNED TO SUPPORT THE LOADS INDICATED ON THE PLANS. TRUSSES SHALL HAVE A MAXIMUM DEFLECTION OF  $L/360$  AND SHALL BE SPACED AT 2'-0" O.C. MAX.
- CONTRACTOR SHALL SUBMIT SHOP DRAWINGS SEALED BY A STRUCTURAL ENGINEER LICENSED IN THE STATE OF MICHIGAN. SHOP DRAWINGS FOR EACH TRUSS SHALL SHOW SIZE, SPECIES AND STRESS GRADES OF ALL LUMBER, METAL PLATE TYPE, ORIENTATION AND SIZES, BEARING AND UPLIFT REQUIREMENTS. ALL LOAD CASES INVESTIGATED AND MAXIMUM STRESSES IN EACH MEMBER SHALL ALSO BE INCLUDED.
- TRUSS MANUFACTURER SHALL DESIGN TRUSSES FOR WIND LOADS PER SEI/ASCE 7-02. WOOD TRUSS FABRICATION SHALL COMPLY WITH TPI 1-95, "NATIONAL DESIGN".
- CONTRACTOR SHALL SUPPLY, INSTALL, AND REMOVE ALL NECESSARY TEMPORARY BRACING REQUIRED FOR INSTALLATION OF WOOD TRUSSES AND MEMBERS IN ACCORDANCE WITH DSB-89, "RECOMMENDED DESIGN SPECIFICATION FOR TEMPORARY BRACING OF METAL PLATE CONNECTED WOOD TRUSSES".
- METAL PLATE CONNECTORS SHALL COMPLY WITH TPI 1, HOT-DIP GALVANIZED STEEL SHEET: ASTM A653/A653 M, G60 COATING DESIGNATION; DESIGNATION SS, GRADE 33, AND NOT LESS THAN 0.036 IN. THICK.
- PROVIDE DIMENSIONAL LUMBER OF ANY SPECIES FOR TRUSS CHORD AND WEB MEMBERS, CAPABLE OF SUPPORTING THE REQUIRED LOADS WITHOUT EXCEEDING ALLOWABLE DESIGN VALUES ACCORDING TO AFPA'S "NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION" AND ITS "SUPPLEMENT".
- CONTRACTOR SHALL INSTALL STRUCTURAL SCREWS FOR TRUSS TIE DOWN AS INDICATED ON THE DRAWINGS. AT ALL BEARING LOCATIONS OF ALL TRUSSES. TRUSSES SHALL BE HANDLED AND INSTALLED PER WTCA BCS1 1-03.
- INSTALL AND FASTEN PERMANENT BRACING DURING TRUSS ERECTION AND BEFORE CONSTRUCTION LOADS ARE APPLIED. ANCHOR ENDS OF PERMANENT BRACING WHERE TERMINATING AT WALLS OR BEAMS.8. PER TPI HIB-91 "COMMENTARY AND RECOMMENDATIONS FOR HANDLING, INSTALLING & BRACING METAL PLATE CONNECTED WOOD TRUSSES".
- IN ADDITION TO THE ANY LATERAL BRACING WHICH IS REQUIRED BY THE TRUSS MANUFACTURER/SUPPLIER, THE CONTRACTOR SHALL PROVIDE AND INSTALL PERMANENT DIAGONAL STABILITY BRACING FOR ALL COMPRESSION WEBS AND PRIMARY TOP CHORDS OF PIGGY BACK TRUSSES OR OTHER MEMBERS WHICH REQUIRE BRACING TO REDUCE THEIR BUCKLING LENGTH. THIS BRACING SHALL CONSIST OF 2x4's ATTACHED TO EACH WEB MEMBER WITH NOT LESS THEN 2 - 16d NAILS. BRACING SHALL EXTEND ON A 45 DEGREE DIAGONAL FROM THE TOP TO BOTTOM OF THE WEBS. FOR EACH BRACED MEMBER, DIAGONALS SHALL BE INSTALLED IN CHEVRON PAIRS WITH ONE PAIR OF DIAGONALS AT EACH END OF THE SERIES OF TRUSSES AND NOT MORE THAN 20 FEET BETWEEN PAIRS.

GENERAL STRUCTURAL NOTES (cont)
<b>WOOD FRAMING</b>
1. ALL FRAMING SHALL BE SPRUCE-PINE-FIR (S.P.F.) NO. 2 OR BETTER; $F_b = 875$ PSI; $E = 1.4 \times 10^6$ PSI; $F_v = 135$ PSI; $F_{cperp} = 425$ PSI. ALL WOOD LABELED "PT" SHALL BE S.P.F. NO.2 OR BETTER AND BE PRESSURE TREATED FOR GROUND CONTACT. PRESSURE-TREATED (PT) WOOD SHALL BE PREPARED IN ACCORDANCE WITH ASTM D1760 USING WATERBORNE PRESERVATIVES AND OBTAIN 0.25 PCF PENETRATION FOR ABOVE GRADE AND 0.40 PENETRATION FOR GROUND CONTACT.
2. STEEL PLATES OR FASTENERS IN CONTACT WITH PRESSURE TREATED LUMBER AND PROTECTED WITHIN THE BUILDING ENVELOPE (ADEQUATELY SHIELDED FROM DIRECT CONTACT WITH MOISTURE) SHALL BE GALVANIZED TO G60 PER ASTM A924 REQUIREMENTS. STEEL PLATES OR FASTENERS IN CONTACT WITH PRESSURE TREATED LUMBER LOCATED OUTSIDE OF THE BUILDING ENVELOPE OR EXPOSED TO MOISTURE SHALL BE GALVANIZED TO G90 PER ASTM 924.
3. FASTEN MEMBERS IN ACCORDANCE WITH MICHIGAN BUILDING CODE TABLE 2304.9.1, UNLESS OTHERWISE NOTED.
4. WHERE NOTED, NAIL SIZES ARE BASED ON THE FOLLOWING MINIMUM SIZES

### ROOFING

- NEW ROOFING MATERIALS ARE REQUIRED FOR CONSTRUCTION OF THE NEW MAINTENANCE BUILDING ROOF UNDER ALTERNATE 1. ROOFING MATERIALS ARE REQUIRED FOR PATCHING OF EXISTING ASPHALT SHINGLE AND CORRUGATED METAL ROOFS FOLLOWING DEMOLITION; AND FOR WEATHER SEAL OF THE OWNER'S MAINTENANCE OFFICE SPACES AND ELECTRICAL EQUIPMENT.
- CONTRACTOR SHALL MATCH EXISTING ROOFING PRODUCTS AND MATERIALS USED FOR PATCHING. MATERIALS SHALL BE SUBJECT TO APPROVAL OF THE ENGINEER.
- RIGID INSULATION SHALL BE POLYSTYRENE, MINIMUM DENSITY=1.25 LB/CF, CONFORMING TO ASTM C578 TYPE VIII.
- ASPHALT SHINGLES SHALL MATCH EXISTING SHINGLES IN COLOR AND PATTERN, AND SHALL CONFORM TO ASTM D3462. MINIMUM NOMINAL SHINGLE RATING OF 25 YEARS.
- CORRUGATED METAL ROOFING SHALL CONSIST OF GALVANIZED STEEL SHEET, MINIMUM 26 GA. ACRYLIC-COATED GALVALUME, WITH PROFILE TO MATCH EXISTING (FOR PATCHING), OR 1 1/4" RAISED RIB (FOR NEW PANELS). COLOR BY OWNER.
- EPDM ROOFING (FOR MAINTENANCE OFFICE ROOF) SHALL CONSIST OF SINGLE PLY MEMBRANE CONFORMING TO ASTM D4637. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS.

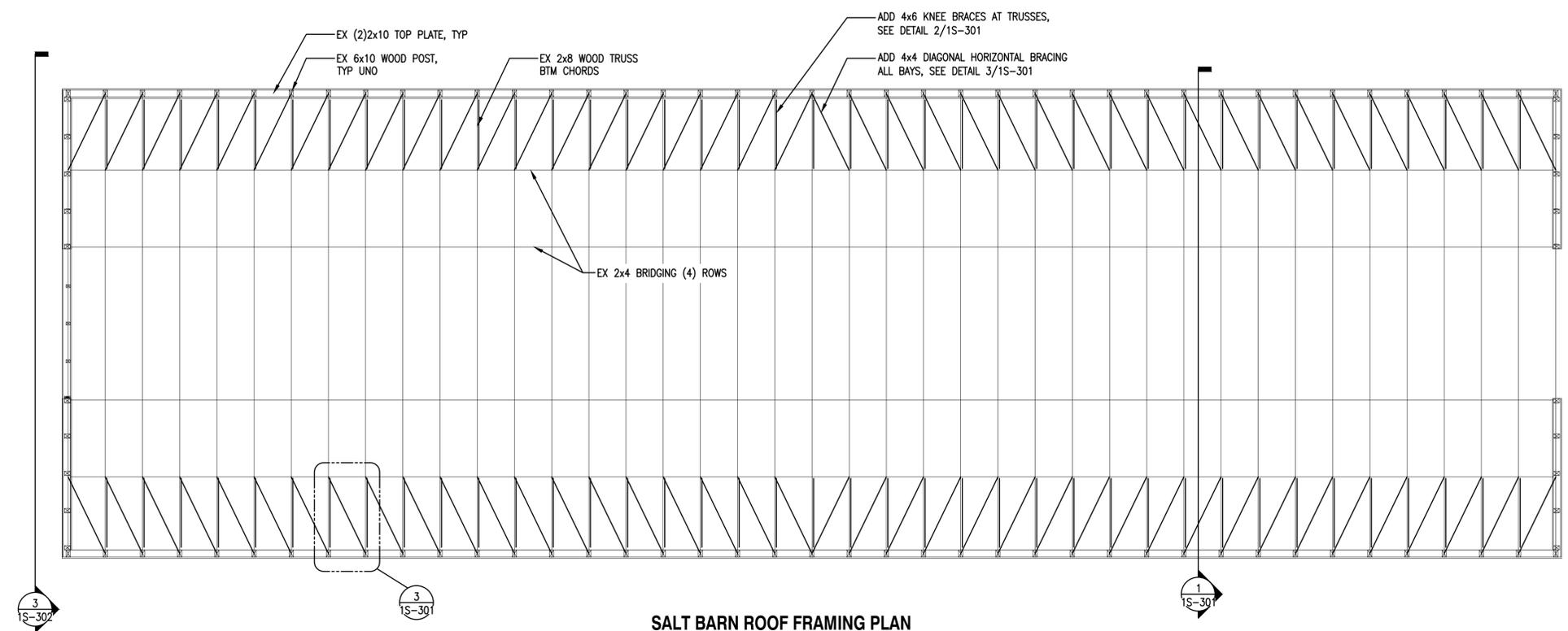


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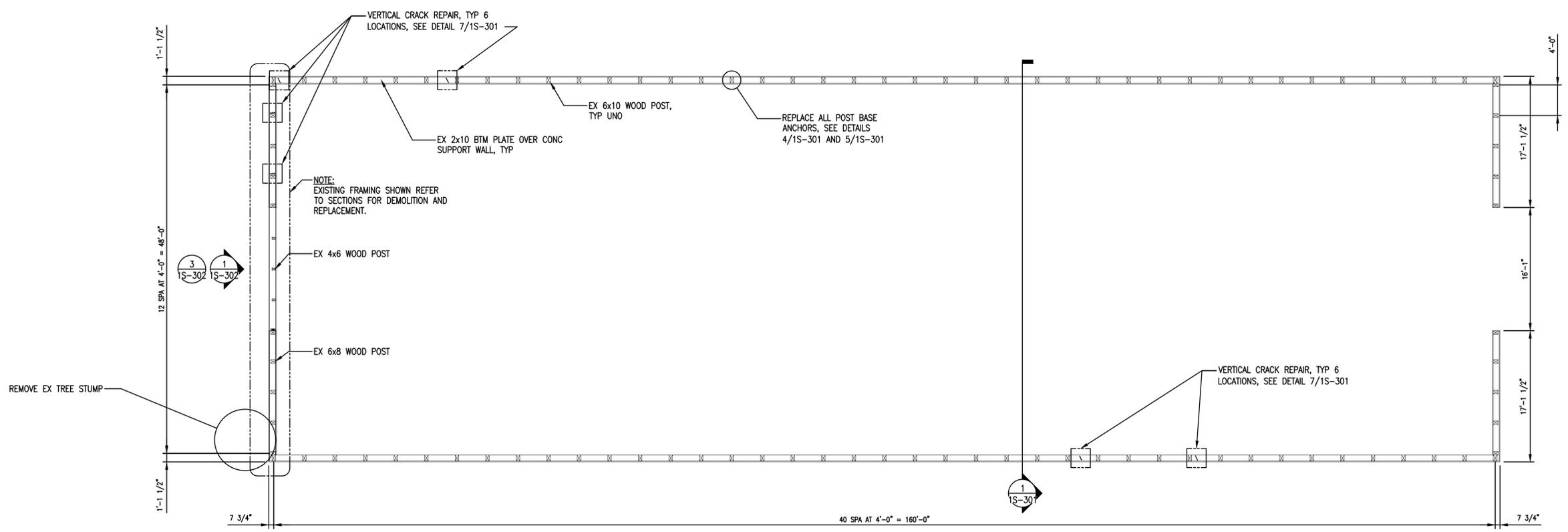
PROJECT NUMBER	DATE
008-24-010	

CITY OF YPSILANTI  
 SALT BARN AND MAINTENANCE BUILDING STABILIZATION  
 14 W FOREST AVENUE  
 STRUCTURAL NOTES

S-001



**2** SALT BARN ROOF FRAMING PLAN  
(AT TRUSS BOTTOM CHORD)  
1/8"=1'-0"



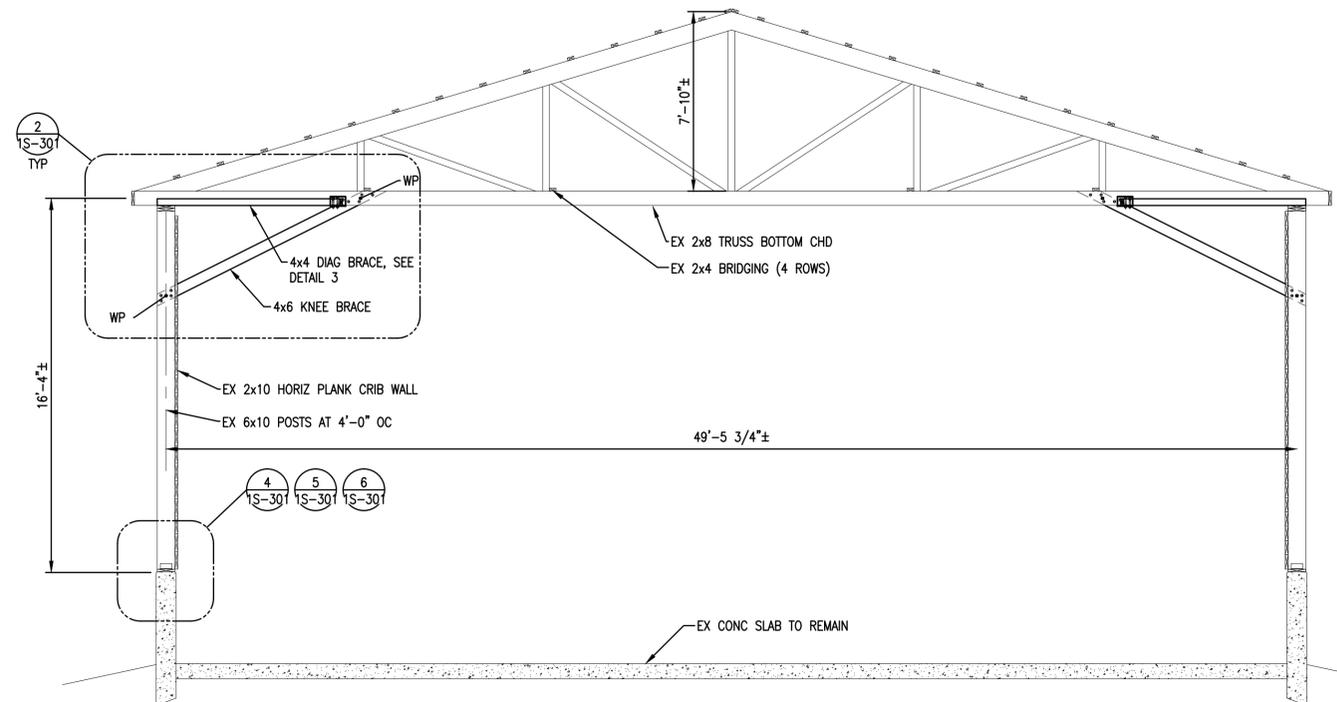
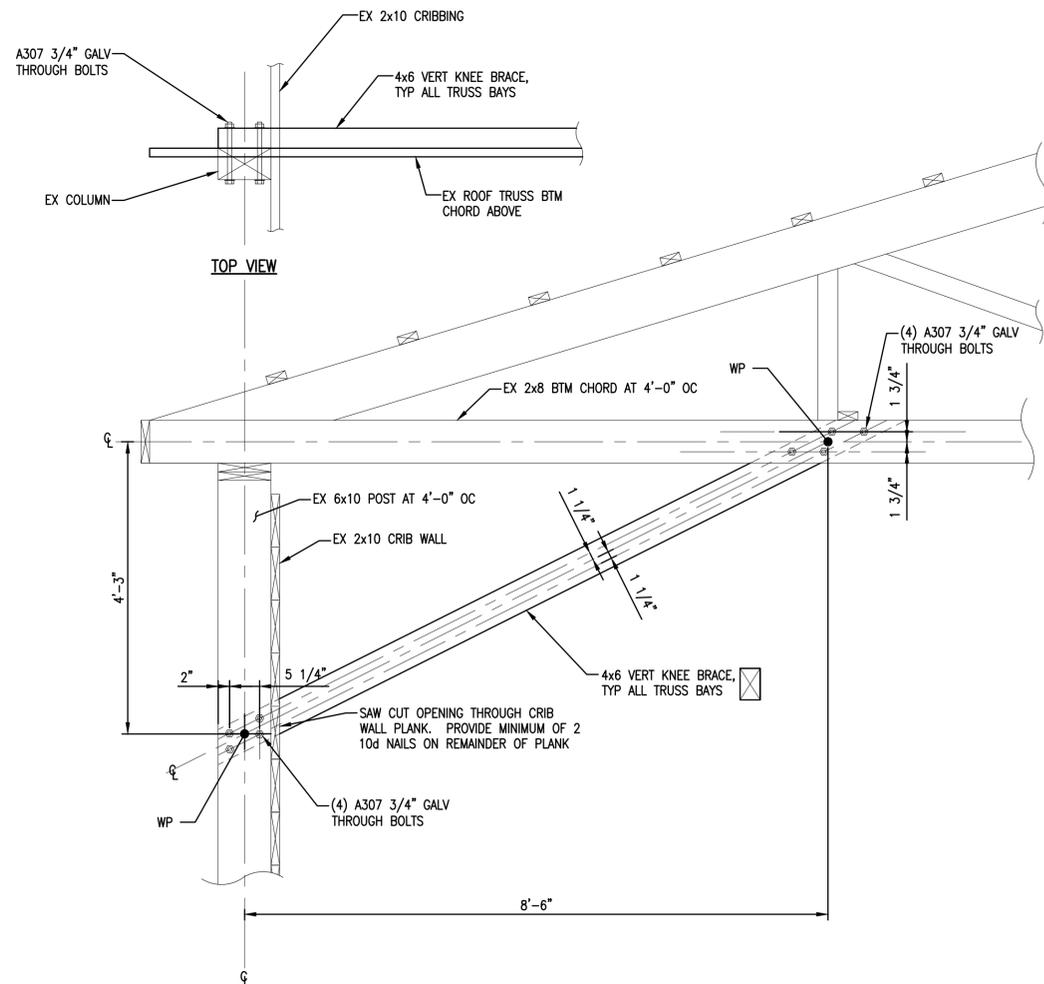
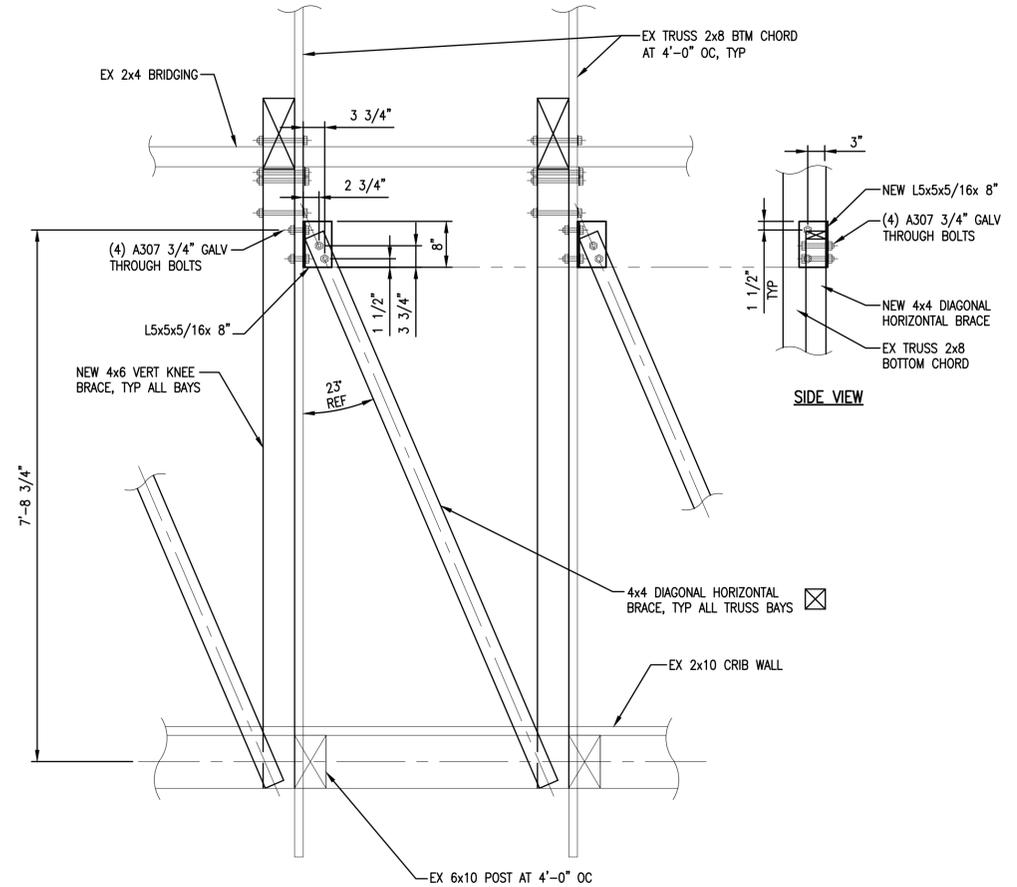
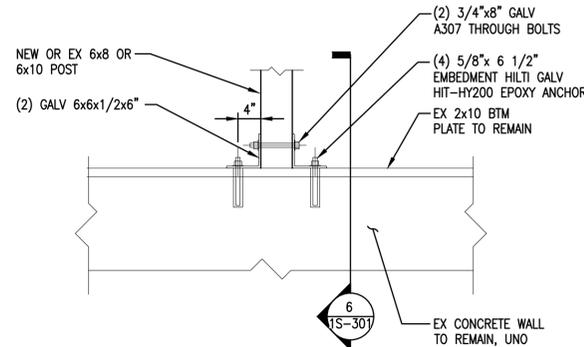
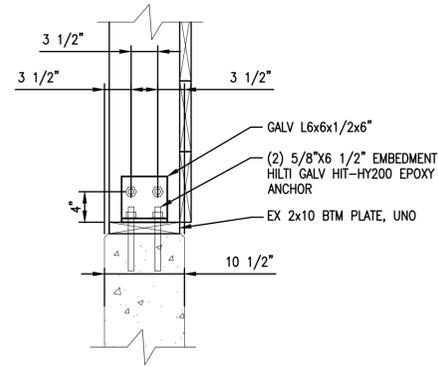
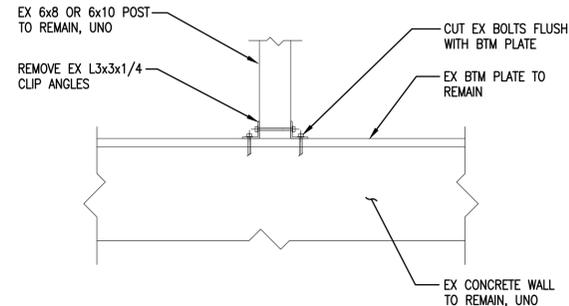
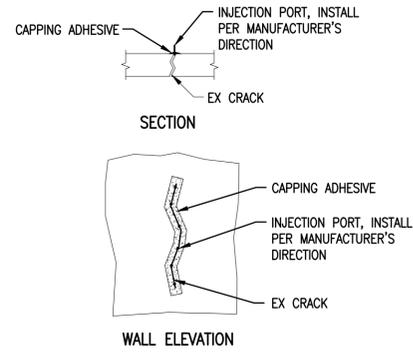
**1** SALT BARN WALL FRAMING PLAN  
1/8"=1'-0"

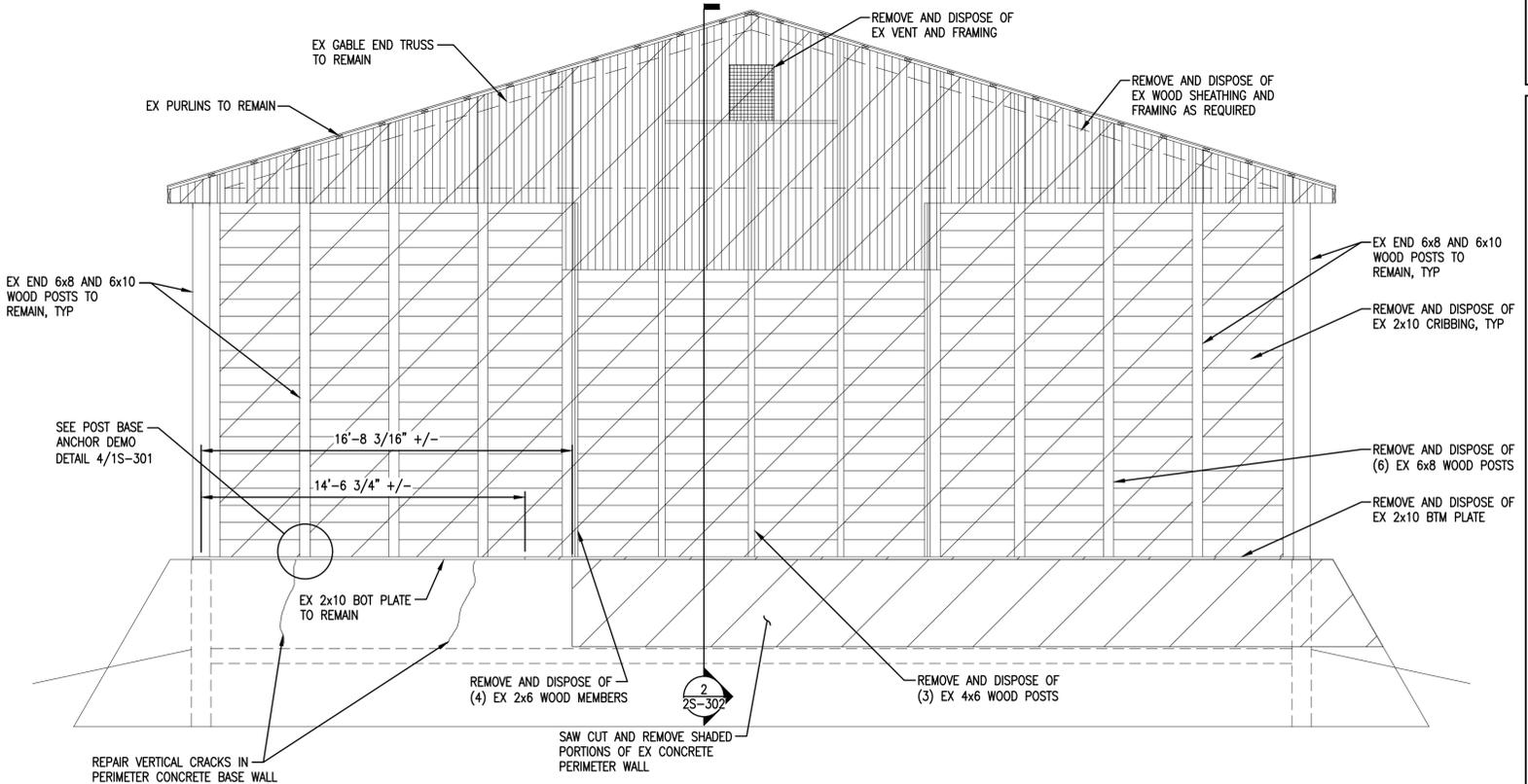
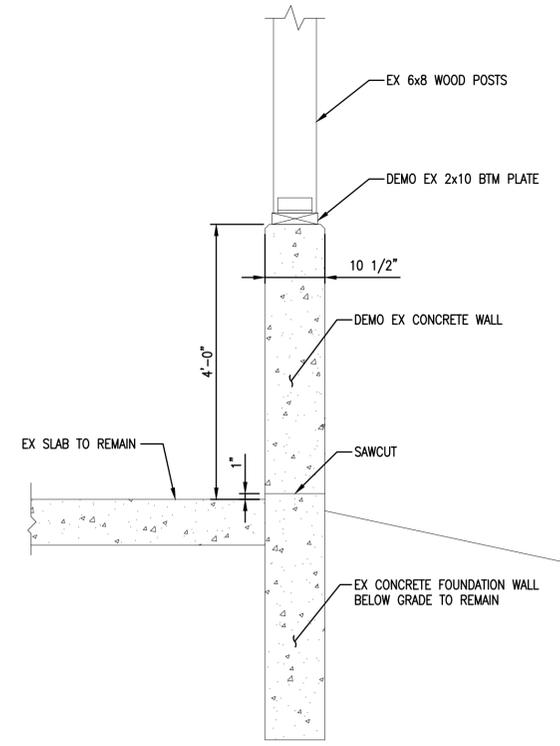
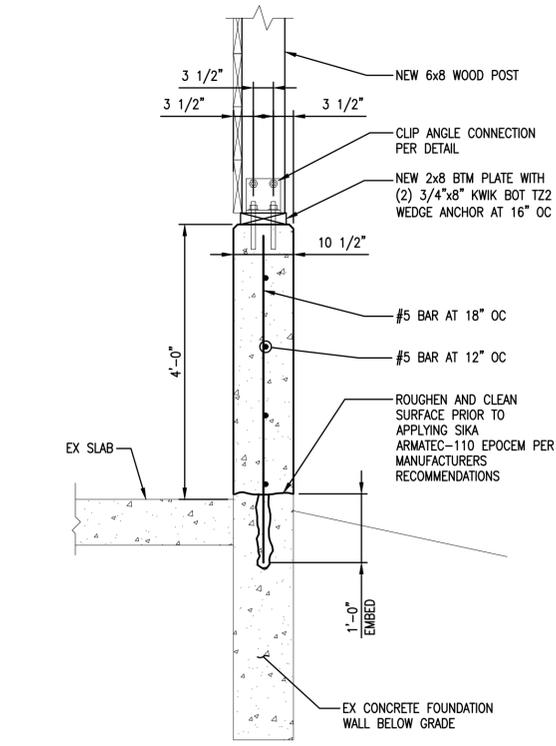
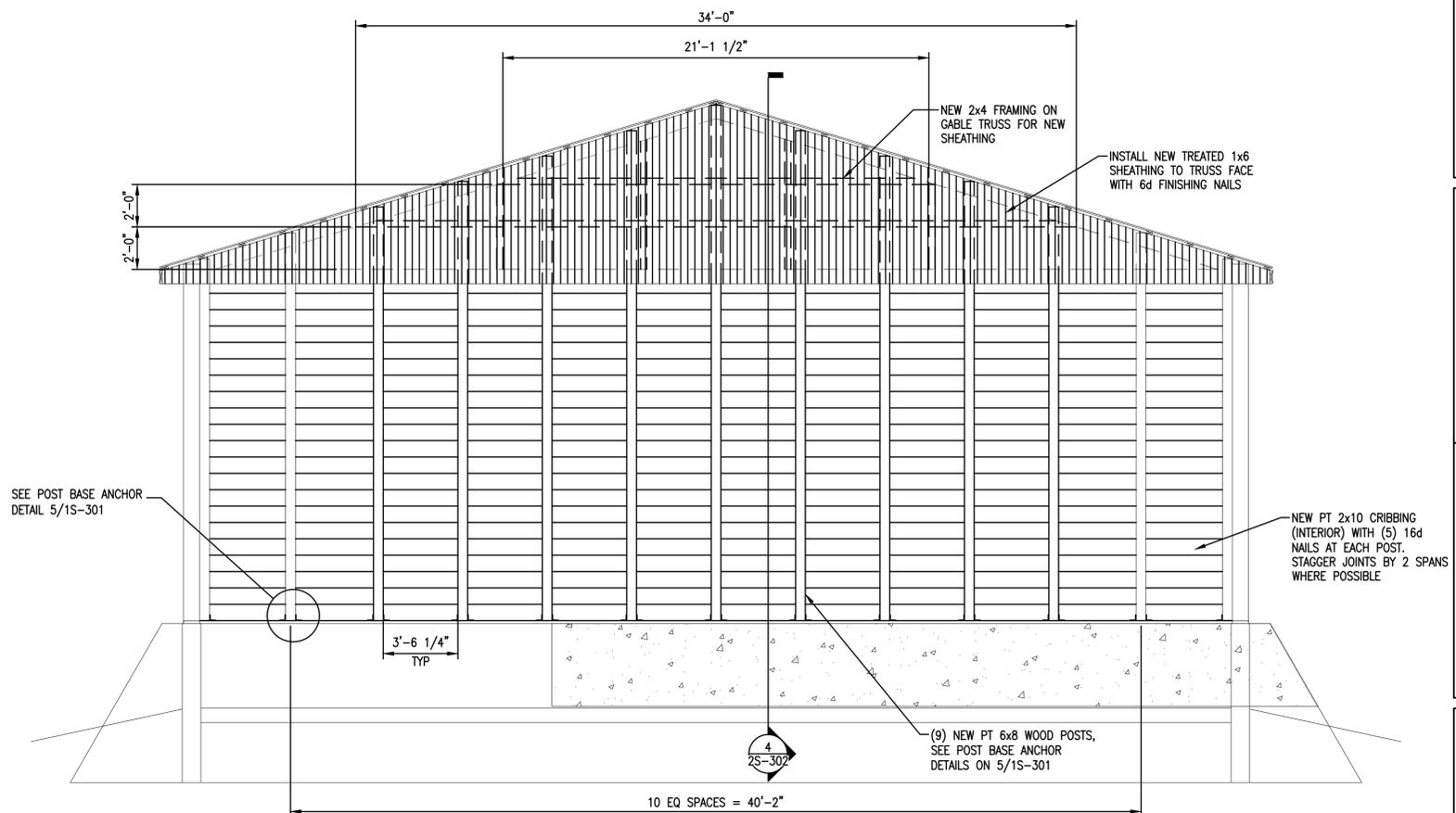
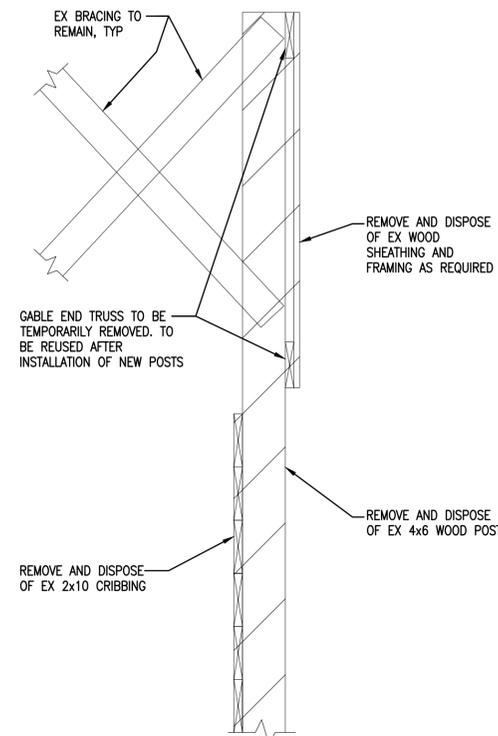
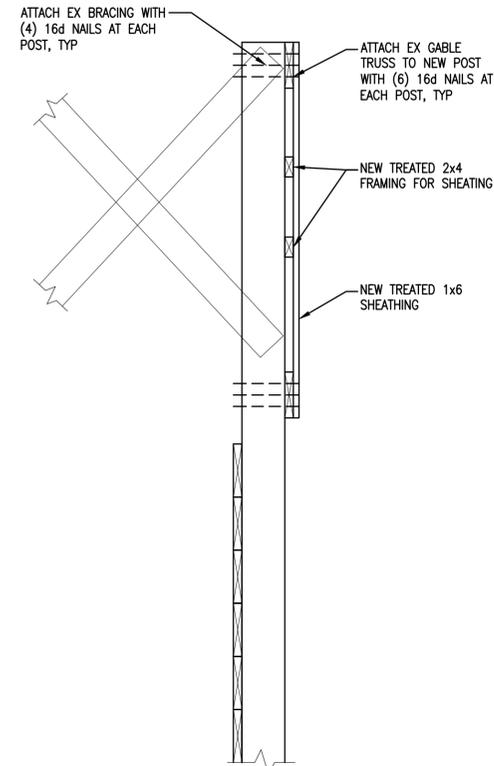
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REVISION	DESCRIPTION	

PROJECT NUMBER: 009-24-010  
PM: RU

CITY OF YPSILANTI  
SALT BARN AND MAINTENANCE BUILDING STABILIZATION  
14 W FOREST AVENUE  
SALT BARN STABILIZATION PLANS

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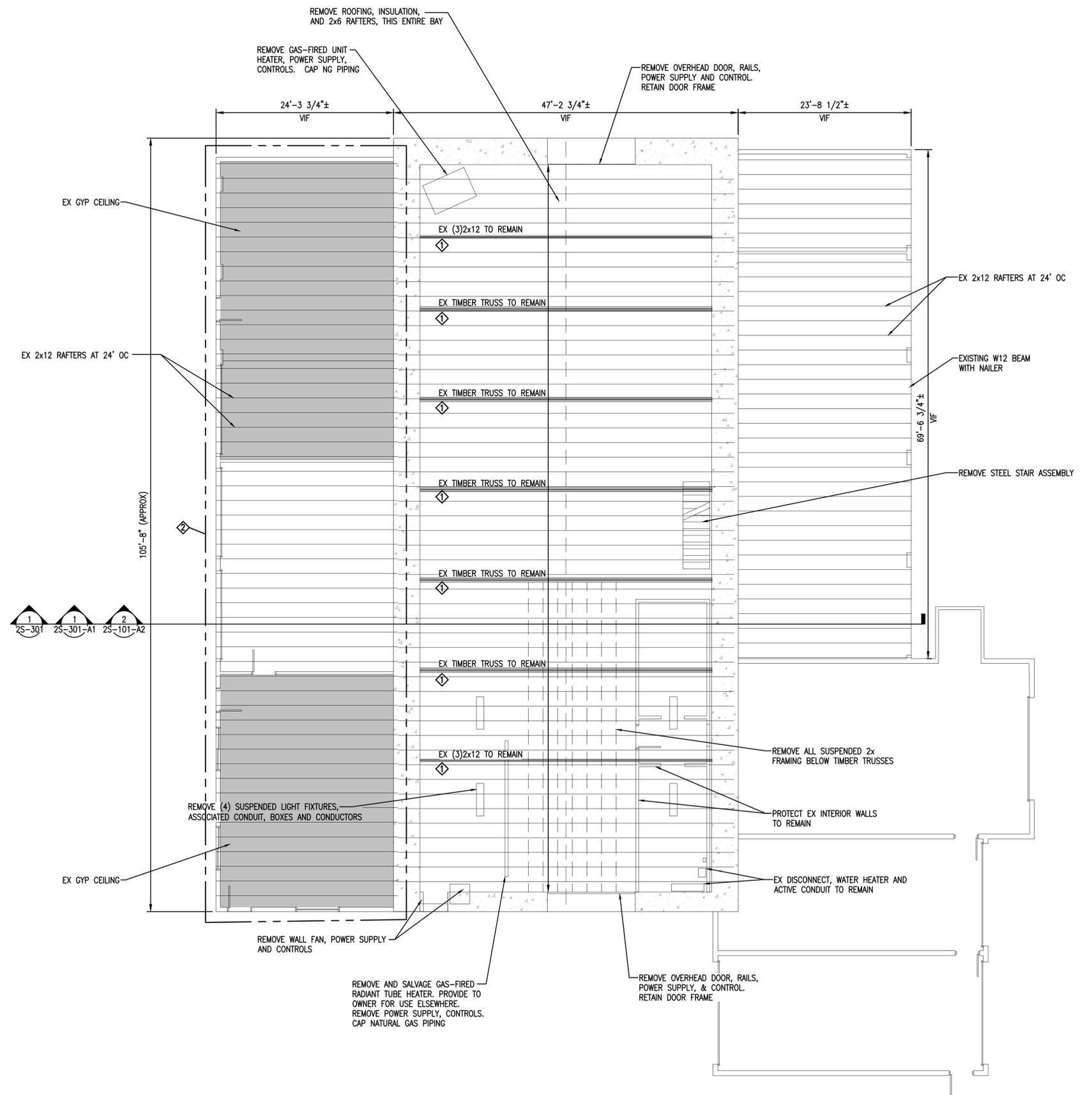
**4 SECTION - WALL NEW**  
3/4"=1'-0"

**2 SECTION - WALL DEMO**  
3/4"=1'-0"

**1 NORTH WALL ELEVATION - DEMO**  
1/4"=1'-0"

REVISION	DESCRIPTION	DATE
0005/2024		

PROJECT NUMBER: 0004-24-010  
 PM: MS  
 RU: MS  
 CITY OF YPSILANTI  
 SALT BARN AND MAINTENANCE BUILDING STABILIZATION  
 14 W FOREST AVENUE  
 SALT BARN END ELEVATIONS AND DETAILS



- ◇ BIDDING ALTERNATES
- ◇ DEMOLISH AND REMOVE TIMBER TRUSSES AND BEAMS UNDER BID ALTERNATE 1
- ◇ DEMOLISH AND REMOVE BUILDING WEST-SIDE LIGHTING, ELECTRICAL, ROOFING, WALLS, AND ALL FRAMING UNDER BID ALTERNATE 2. RETAIN EX WEST SLAB ON GRADE

**1 MAINTENANCE BUILDING PARTIAL DEMO PLAN**  
1/8"=1'-0"



ISSUED FOR:	OWNER REVIEW	DATE
REVISION	DESCRIPTION	

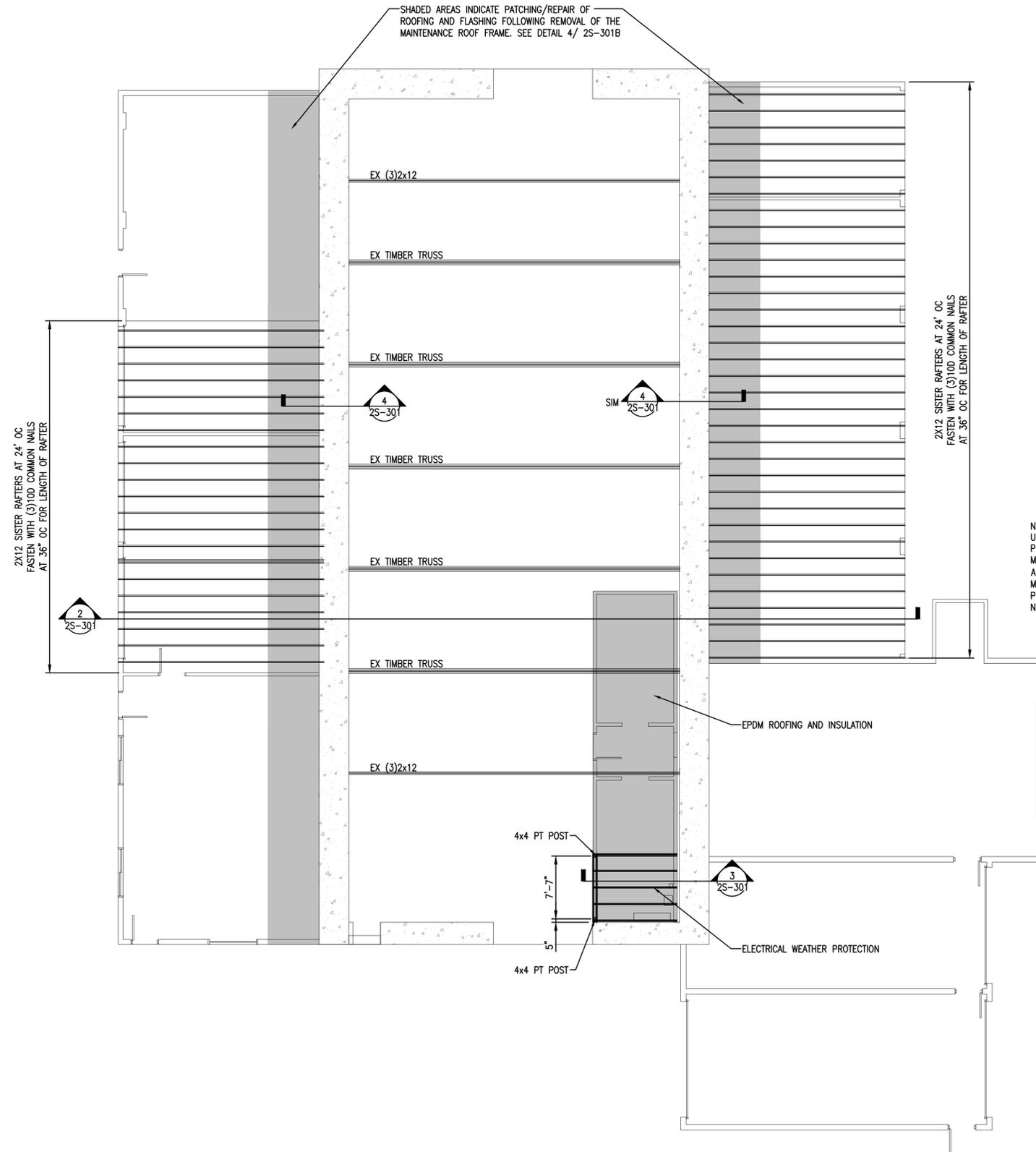
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009-24-010

**CITY OF YPSILANTI**  
**SALT BARN AND MAINTENANCE BUILDING STABILIZATION**  
14 W FOREST AVENUE

**MAINTENANCE BUILDING DEMO PLAN - BASE BID**

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**1** MAINTENANCE BUILDING STABILIZATION PLAN  
1/8"=1'-0"



ISSUED FOR:	OWNER REVIEW	DATE
REVISION	DESCRIPTION	

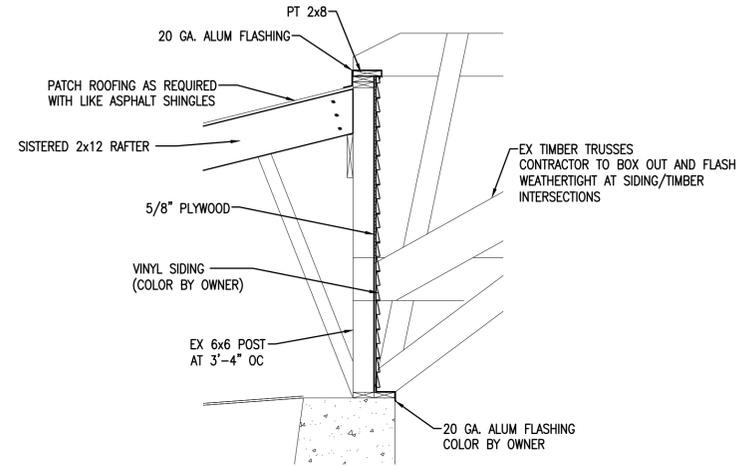
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**CITY OF YPSILANTI**  
**SALT BARN AND MAINTENANCE BUILDING STABILIZATION**  
14 W FOREST AVENUE

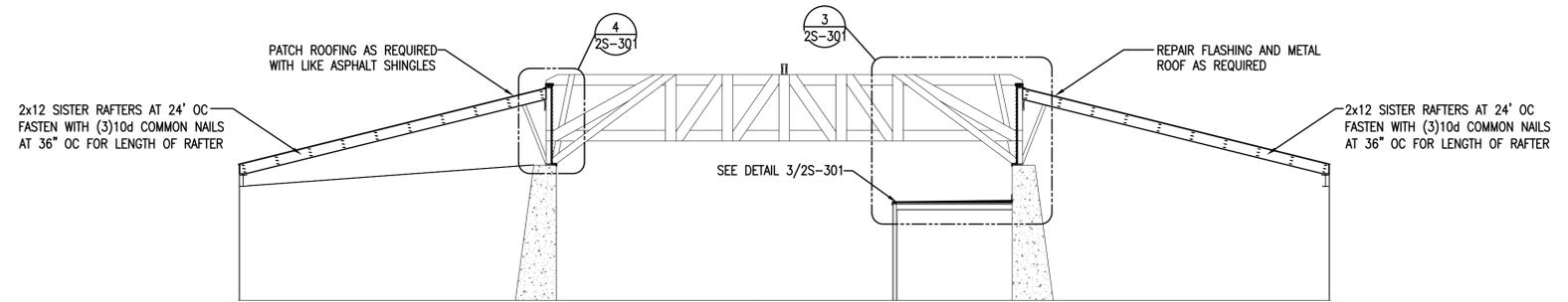
**MAINTENANCE BUILDING STABILIZATION PLAN - BASE BID**

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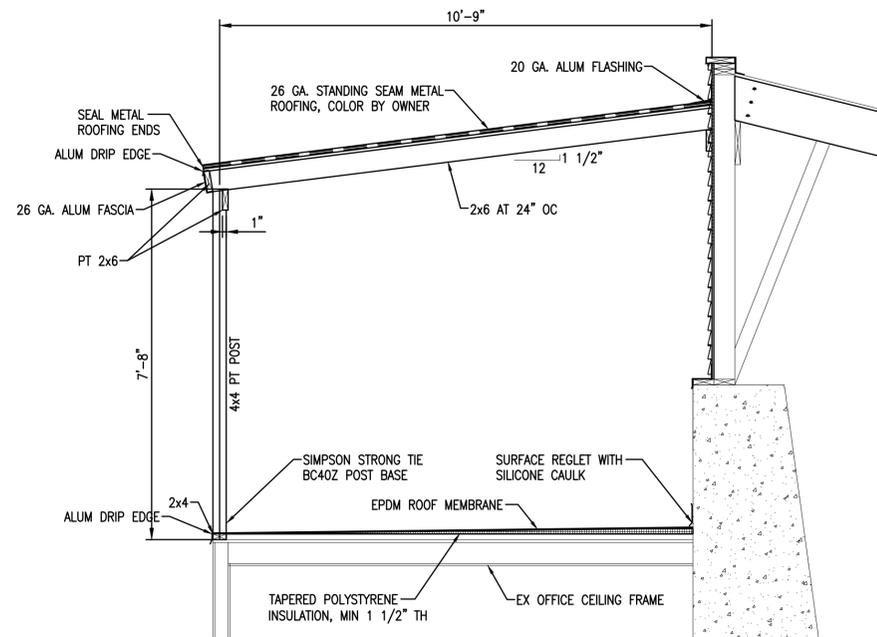
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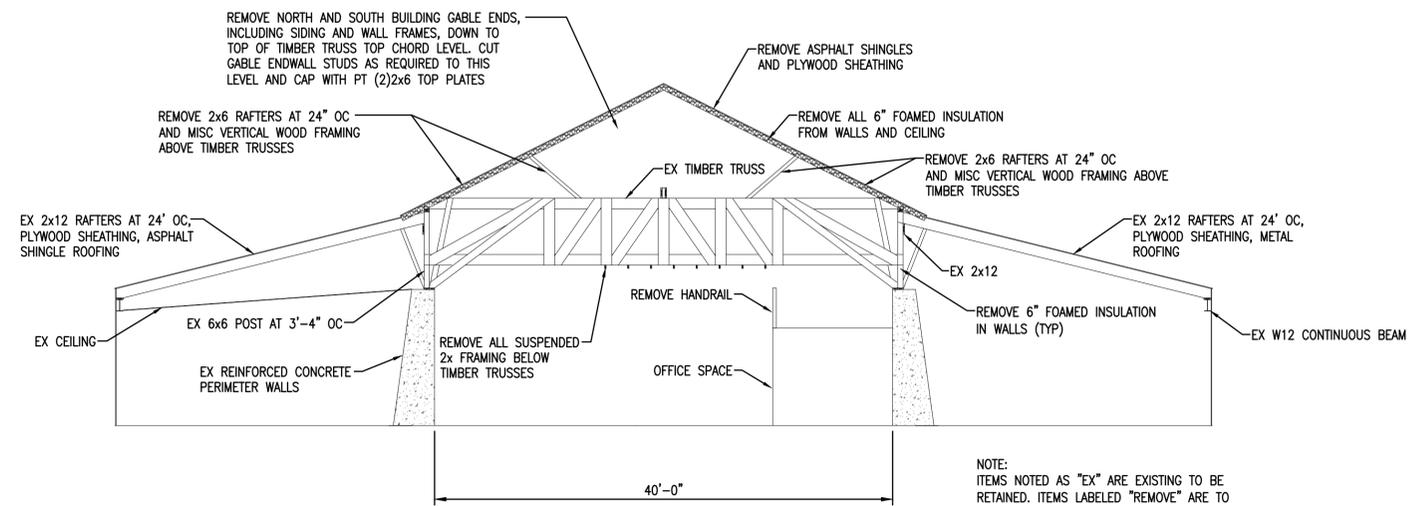
**4 WALL WEATHER SEAL DETAIL**  
1/2"=1'-0"



**2 SECTION - NEW**  
1/8"=1'-0"



**3 ELECTRICAL WEATHER PROTECTION SECTION**  
1/2"=1'-0"



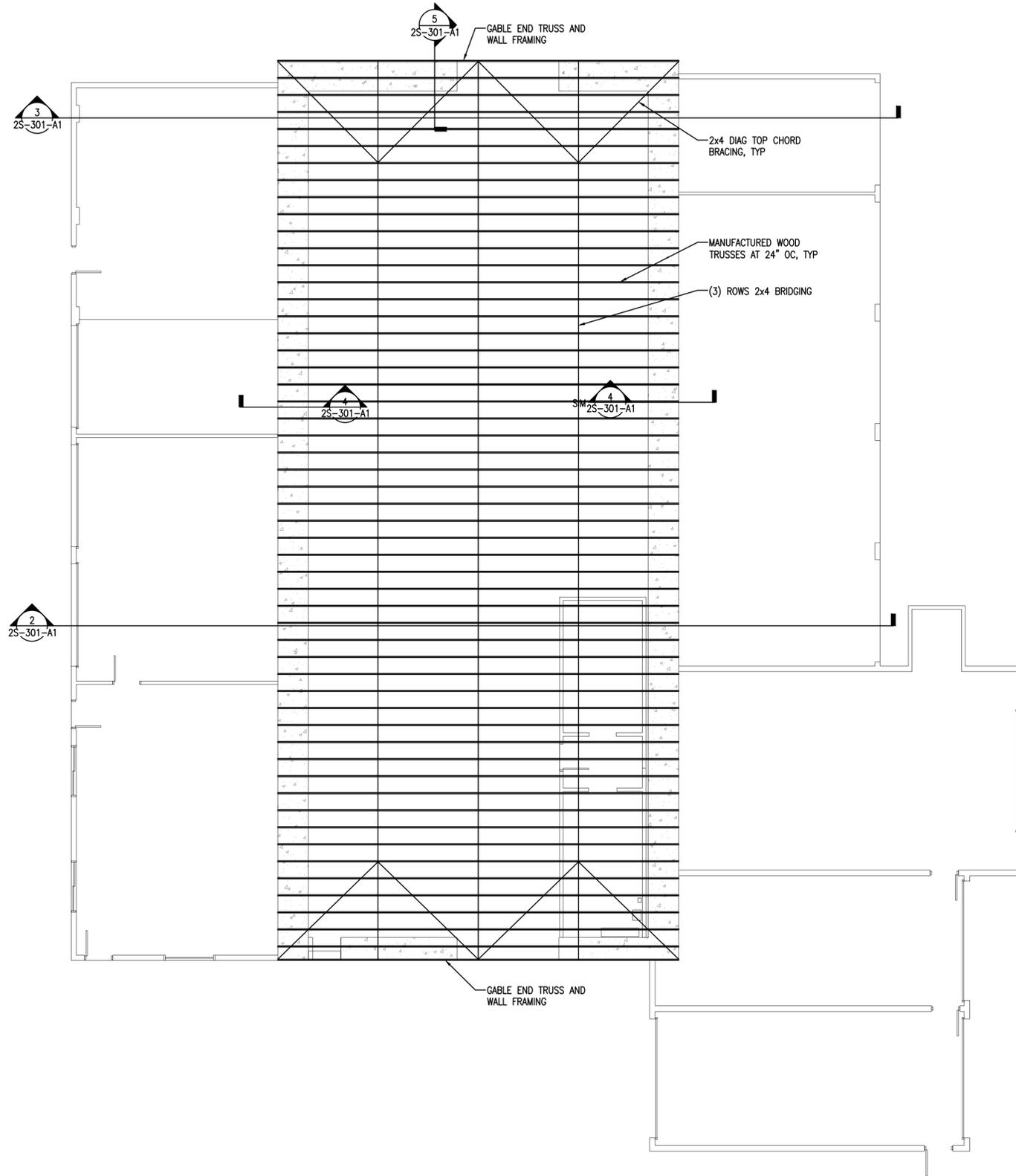
**1 DEMO SECTION**  
1/8"=1'-0"

NOTE:  
ITEMS NOTED AS "EX" ARE EXISTING TO BE RETAINED. ITEMS LABELED "REMOVE" ARE TO BE DEMOLISHED AND DISPOSED OF OFF SITE BY APPROVED METHODS.

ISSUED FOR:	OWNER REVIEW	DATE
REVISION	DESCRIPTION	

PROJECT NUMBER: 0084-24-010  
CITY OF YPSILANTI  
SALT BARN AND MAINTENANCE BUILDING STABILIZATION  
MAINTENANCE BUILDING SECTIONS AND DETAILS - BASE BID  
14 W FOREST AVENUE  
MS

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**1** MAINTENANCE BUILDING STABILIZATION PLAN - ALTERNATE 1  
1/8"=1'-0"



ISSUED FOR:	OWNER REVIEW	DATE
REVISION	DESCRIPTION	

PROJECT NUMBER: PM 0004-24-010  
 RU  
**CITY OF YPSILANTI**  
**SALT BARN AND MAINTENANCE BUILDING STABILIZATION**  
 14 W FOREST AVENUE  
**MAINTENANCE BUILDING ROOF FRAMING PLAN - ALTERNATE 1**

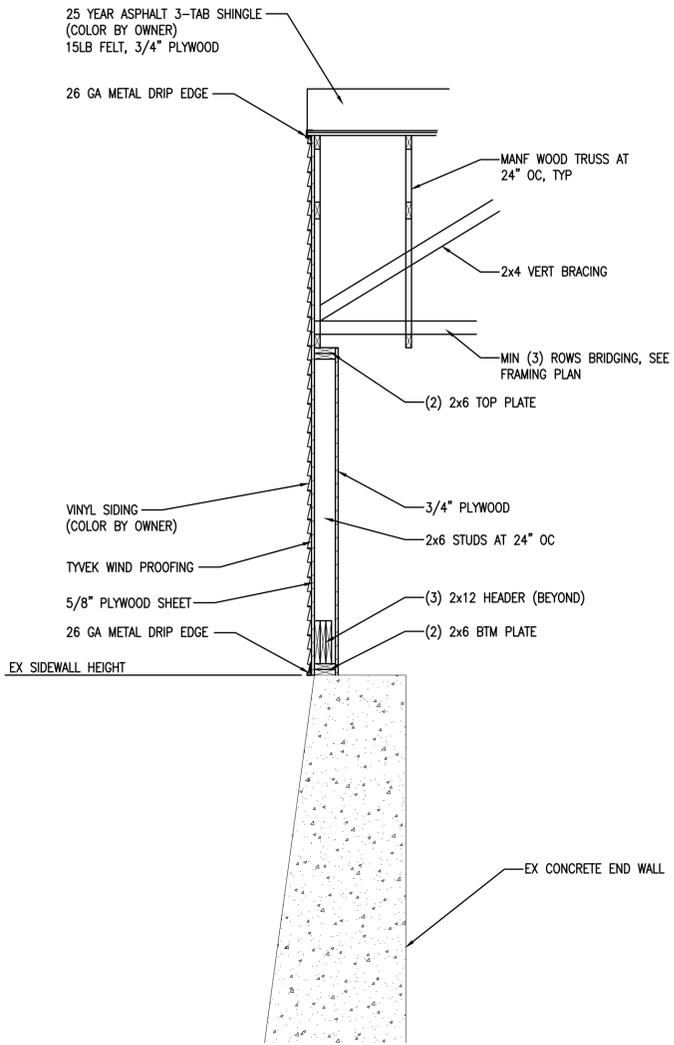
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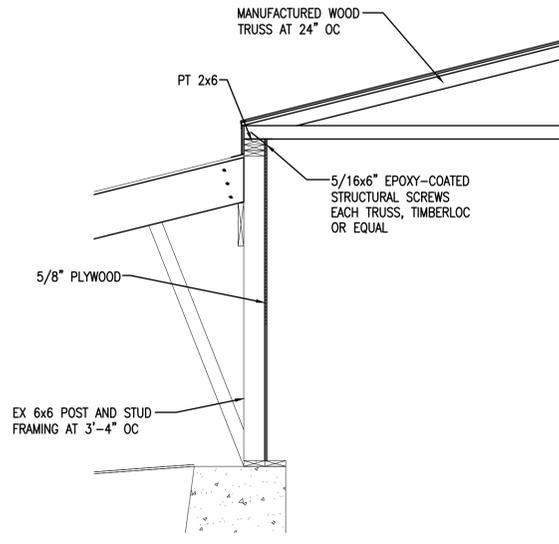
ISSUED FOR:	OWNER REVIEW	DATE
REVISION	DESCRIPTION	

PROJECT NUMBER: PM 0084-24-0010 MS  
 CITY OF YPSILANTI  
 SALT BARN AND MAINTENANCE BUILDING STABILIZATION  
 14 W FOREST AVENUE  
 MAINTENANCE BUILDING SECTIONS AND DETAILS - ALTERNATE 1  
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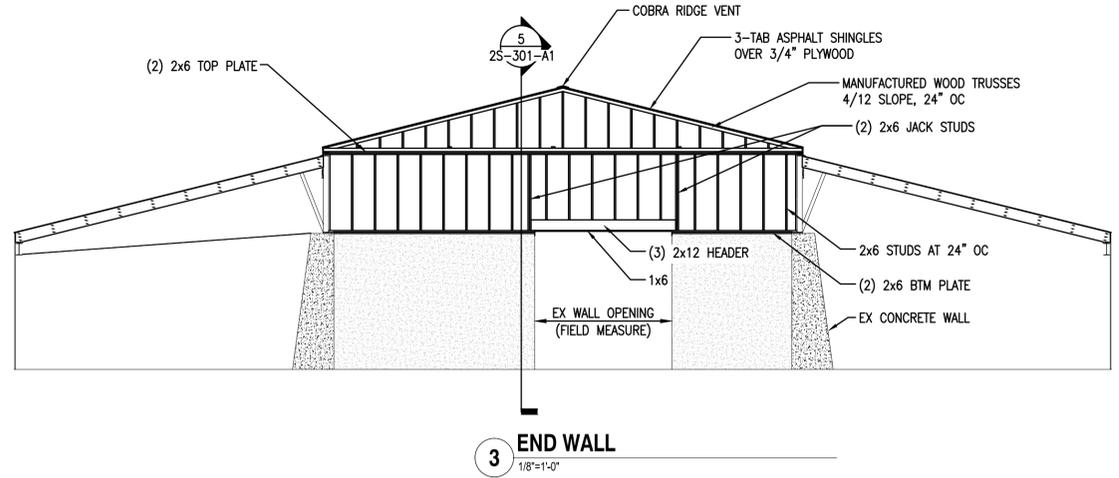
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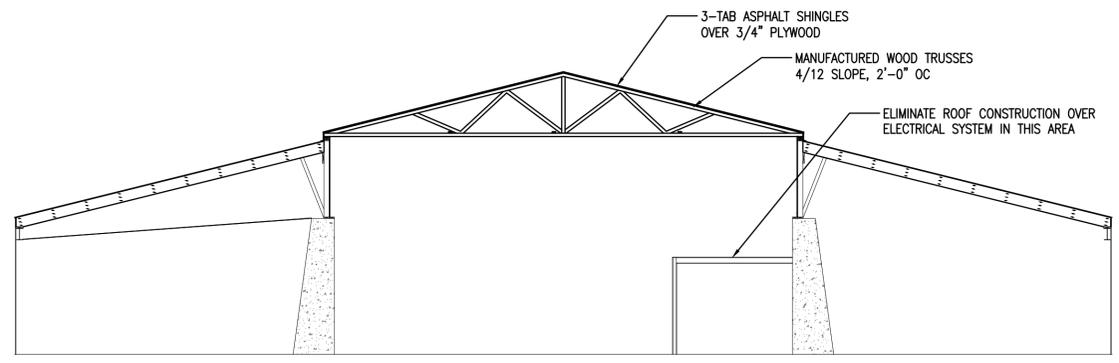
**5 END WALL SECTION**  
1/2"=1'-0"



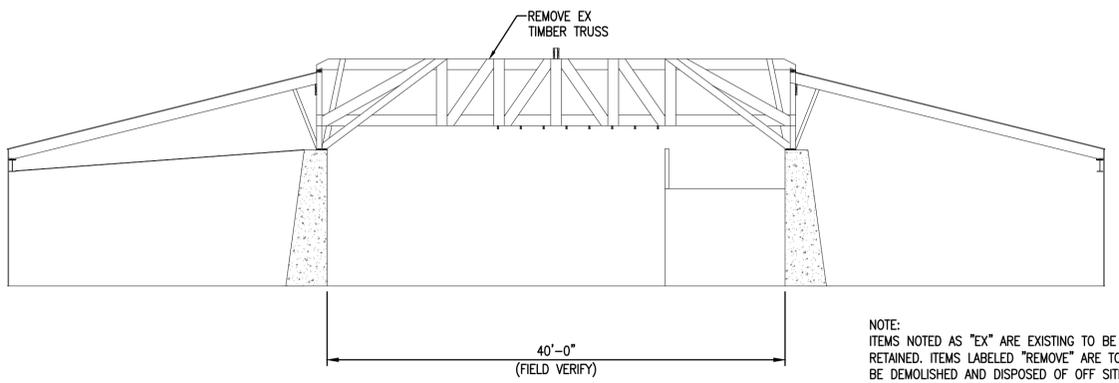
**4 WALL DETAIL**  
1/2"=1'-0"



**3 END WALL**  
1/8"=1'-0"



**2 SECTION - NEW**  
1/8"=1'-0"

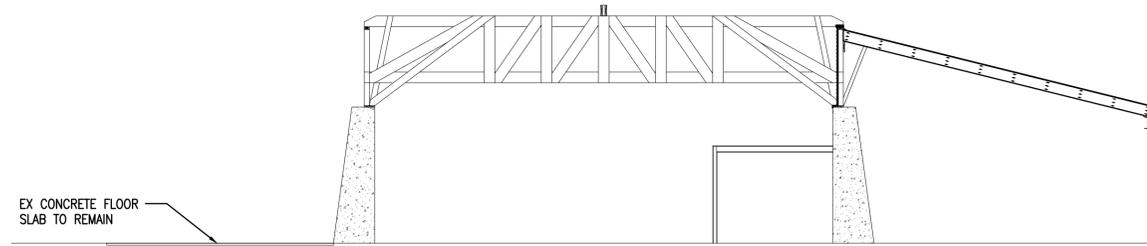


**1 DEMO SECTION**  
1/8"=1'-0"

NOTE:  
ITEMS NOTED AS "EX" ARE EXISTING TO BE RETAINED. ITEMS LABELED "REMOVE" ARE TO BE DEMOLISHED AND DISPOSED OF OFF SITE BY APPROVED METHODS.

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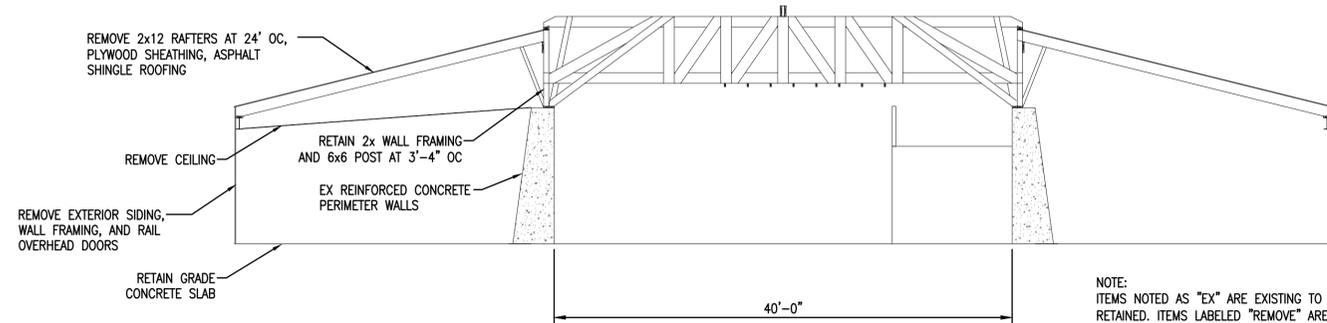
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**3 SECTION - NEW**  
 1/8"=1'-0"

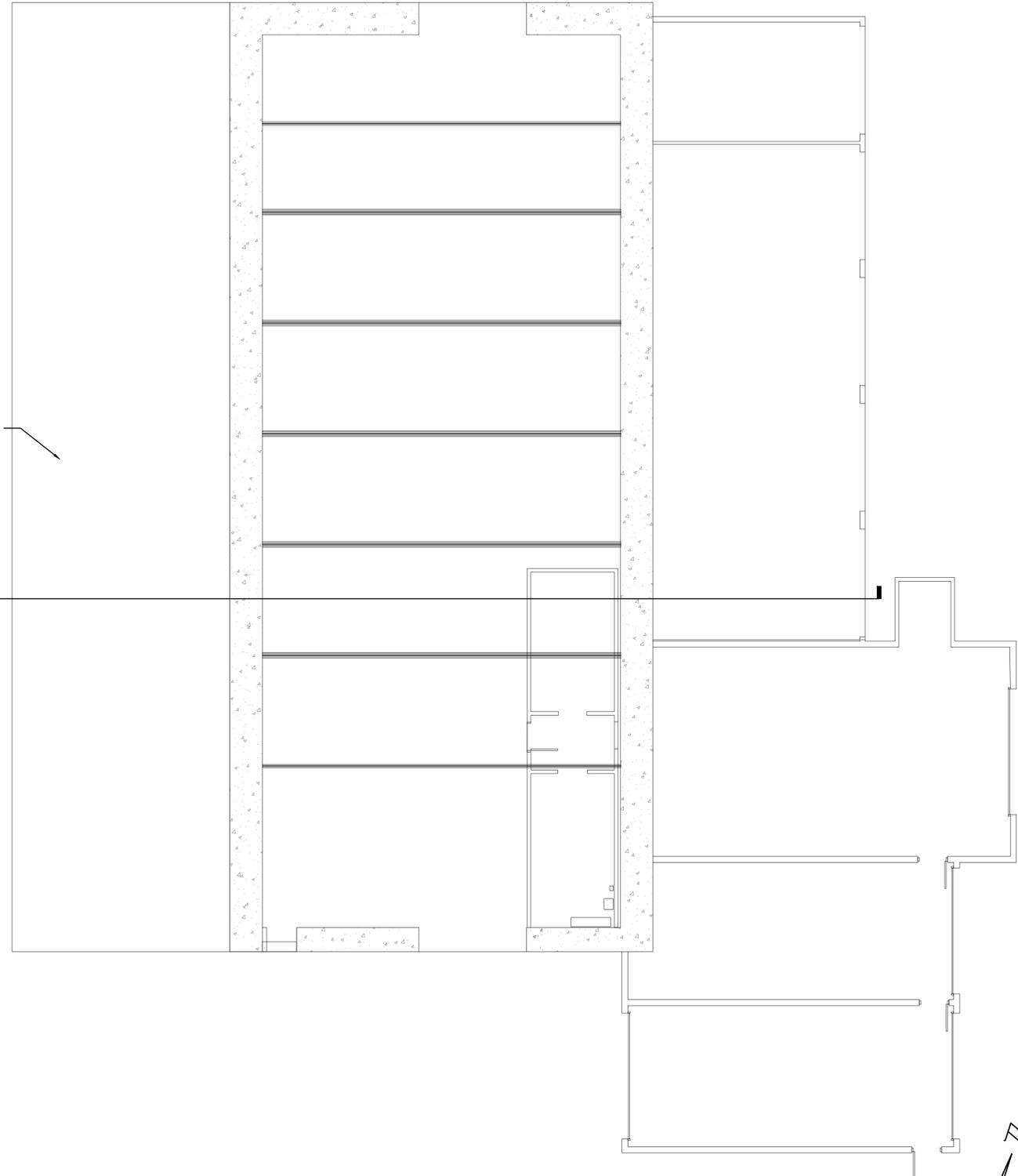
EX CONCRETE FLOOR SLAB TO REMAIN

3  
 2S-101-A2



**2 DEMO SECTION**  
 1/8"=1'-0"

NOTE:  
 ITEMS NOTED AS "EX" ARE EXISTING TO BE RETAINED. ITEMS LABELED "REMOVE" ARE TO BE DEMOLISHED AND DISPOSED OF OFF SITE BY APPROVED METHODS.



**1 MAINTENANCE BUILDING STABILIZATION PLAN - ALTERNATE 2**  
 1/8"=1'-0"

ISSUED FOR:	OWNER REVIEW	DATE
REVISION	DESCRIPTION	

PROJECT NUMBER: PM RU  
 008-24-010  
**CITY OF YPSILANTI**  
**SALT BARN AND MAINTENANCE BUILDING STABILIZATION**  
 14 W FOREST AVENUE  
**MAINTENANCE BUILDING STABILIZATION PLAN - ALTERNATE 2**  
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**2S-101-A2**

**Appendix B:**  
**Ypsi Contract Addendum**

## ADDENDUM TO AGREEMENT FOR SERVICES

This Addendum shall be a part of a certain Agreement between the CITY OF YPSILANTI, a Michigan municipal home-rule corporation of One South Huron Street, Ypsilanti, Michigan 48197 referred to as "CITY", and \_\_\_\_\_, of \_\_\_\_\_, Michigan, referred to as "CONTRACTOR", a \_\_\_\_\_. (sole proprietor, corporation, partnership, etc.).

1. This Addendum is an addition and amendment to the primary Contract between the parties. In an event of a conflict between the language of this Addendum and the primary Contract, the language and terms of this Addendum shall take precedence.

2. Standard of Performance. The CONTRACTOR shall perform the Contract faithfully and diligently and perform the services in a competent, professional, satisfactory and proper manner and during the Contract term or extensions thereof, use every best effort and endeavor to promote the interests of the CITY and devote such time, attention, skill, knowledge and ability as is necessary to most effectively and efficiently carry out and perform the Contract.

3. The parties understand and agree that the CITY may terminate this Contract at any time with or without notice. In such event the CONTRACTOR will be compensated for work already completed

4. This Contract is to be performed in Washtenaw County, Michigan, and all legal venue shall exclusively lie therein.

5. The parties agree that time is of the essence in the performance of this Contract by the CONTRACTOR.

6. Each provision of this Contract shall be separately enforceable and in the event that a court of competent jurisdiction determines or adjudges that any provision of this Contract is invalid or illegal, such decision shall not affect the rest of the Contract which shall remain in full force and effect.

7. This Agreement shall be governed by and construed in accordance with the laws of Michigan.

8. Independent Contractor. The relationship of the CONTRACTOR to the CITY is and shall continue to be that of an independent contractor and no liability or benefits such as worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

9. Waiver of Liability. The CONTRACTOR hereby waives any claim against the CITY and agrees not to hold the CITY liable for any personal injury or damage incurred by

it, its employees or associates on this project which is not held by a court of competent jurisdiction to be directly attributable to the sole and/or gross negligence or malicious intentional conduct of any employee of the CITY acting within the scope of their employment. It further agrees to hold the CITY harmless from any such claim by its employees or associates.

10. For the purpose of the hold harmless, indemnity, and insurance provisions contained in this Contract, the term "CITY" shall be deemed to include the City of Ypsilanti and all other associated, affiliated, allied or subsidiary entities, or commissions, officers, agents, representatives and employees.

11. The following Indemnification Agreement shall be, and is hereby, a provision of the Contract and shall be endorsed on the reverse sides of all certificates of insurance:

"The CONTRACTOR agrees to protect, defend, indemnify and hold the CITY and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copy right (or application for any thereof) or any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent."

12. Insurance.

a. The CONTRACTOR prior to commencing work shall provide at his own cost and expense the following insurance to the CITY in insurance companies licensed and/or approved in the State of Michigan, which insurance shall be evidenced by certificates and/or policies as determined by the CITY. All policies and certificates of insurance shall be approved by the Department of City Manager of the CITY prior to the inception of any work.

b. Each certificate or policy shall require that, thirty days prior to cancellation or material change in the policies, notice thereof shall be given to the CITY by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the CONTRACTOR and identify the contract number.

c. All property losses shall be made payable to and adjusted with the CITY.

d. In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State in which the work is performed and shall have a financial rating not lower than XI and a policyholder's service rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Certificates of insurance shall note A.M. Best's Rating. Companies with ratings lower than B+:XI will be acceptable only upon written consent of the CITY.

e. All policies and certificates of insurance of the CONTRACTOR shall contain the following clauses:

(1) The clause "other insurance provision" in a policy in which the CITY is named as an insured, shall not apply to the CITY.

(2) The insurance companies issuing the policy or policies shall have no recourse against the CITY (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(3) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the CONTRACTOR.

(4) The CITY (at its option) shall be listed as an Additional Named Insured on the following insurance coverages provided by the CONTRACTOR.

YES ____	NO ____	1)	Comprehensive General Liability
YES ____	NO ____	2)	Automobile Liability
YES ____	NO ____	3)	Owners Contractors Protective Liability

f. The CONTRACTOR shall maintain at its own expense during the term of this Contract the following insurance:

(1) Worker's Compensation insurance with Michigan statutory limits and employers' liability insurance with minimum limits of \$500,000 each accident.

(2) General Liability insurance with a minimum limit of liability per occurrence of \$1 Million Combined Single Limit (Bodily Injury/Property Damage), with no aggregate.

This insurance shall indicate on the Certificate of Insurance the following coverages:

- (a) Premises - Operations
- (b) Independent Contractor and Subcontractors
- (c) Products and Completed Operations
- (d) Broad Form Contractual
- (e) Broad Form Liability Endorsement

(3) Automobile Liability insurance with minimum limits of liability, per occurrence, of \$1 Million Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated in the "Special Conditions" of the Contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (a) Owned automobiles

- (b) Hired automobiles
- (c) Non-owned automobiles

(4) Protective Liability Insurance: Owners and Contractors. The CONTRACTOR shall provide the original and duplicate policy of insurance to the City Manager. This insurance contract shall name the CITY as the insured and remain in effect until the contract is accepted by the CITY.

The insurance shall provide minimum limits of liability per occurrence of \$500,000. Combined Single Limit. Said insurance shall provide that the term "Owner" or CITY shall be deemed to include all authorities, boards, bureaus, commissions, divisions, departments, districts and offices of the CITY and the individual members, employees and agents thereof in their official capacities.

(5) Construction Insurance: The CONTRACTOR at his own cost and expense shall provide and maintain the applicable construction insurance until the Contract is accepted by the CITY and/or its designee. This coverage shall be written for 100% of the completed value covering the CITY as the insured, with a deductible of not more than \$1,000. The CONTRACTOR shall provide the original and duplicate policy to the CITY (unless the CITY shall accept, in lieu thereof, all contained endorsements including all applicable provisions and coverages).

(6) Professional Services. CONTRACTOR shall provide professional liabilities (errors and omissions) insurance, with minimum limits of \$1 Million each occurrence.

(7) Disability Benefits: The CONTRACTOR shall provide proof of compliance with the Disability Benefits Law. (If applicable).

(8) Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.

g. If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the CONTRACTOR will be withheld until those requirements have been met, or at the option of the CITY the CITY may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.

h. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

i. If at any time any of the foregoing policies shall be or become unsatisfactory to the CITY to form or substance, or if a company insuring any such policy shall be or become unsatisfactory to the CITY, the CONTRACTOR shall upon notice to that effect from the CITY promptly obtain a new policy, submit the same to the City Manager for approval and submit a certificate thereof as herein provided. Upon failure of the CONTRACTOR to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the CITY may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the CONTRACTOR from any liability under the Contract, nor shall the insurance requirements be construed to

conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification.

j. Certificate of Insurance; required language. The Certificate of Insurance obtained by the CONTRACTOR shall contain the following language: "The City of Ypsilanti, Michigan, its elected officials, officers, employees, boards, commission, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget, including the City of Ypsilanti, are named as additional insured, and such coverage shall be considered to be the primary coverage rather than any policies and insurance or self insurance retention owned or maintained by the City of Ypsilanti."

13. Conflict of Interest. The CONTRACTOR covenants that the CONTRACTOR (individually, or if a corporation, trust, limited liability company or partnership, "the entity") nor any officer, principal, partner, agent or employee of the entity has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in the manner or degree of performance with the Contract. Further that if any such conflict of interest develops and exists during the term of the contract that the CONTRACTOR shall, within 7 days of the existence of such conflict of interest, notify the CITY in writing of the existence and nature of the said conflict of interest.

14. Contingent Fees. The CONTRACTOR warrants it has not employed or retained any company or person other than bonafide employees working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company, or person, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of making this Contract. For breach or violation of this warranty, the CITY shall have the right to annul the Contract without liability or, at its discretion, to deduct from the fees due the CONTRACTOR, or otherwise, recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

15. The CONTRACTOR further agrees to perform this Contract in accord with all federal, state and local laws and will not discriminate against, or give preferential treatment to, any person based on the person's actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, age, marital status, disability status, gender expression, familial status, education association, height, weight, or other criteria which is not relevant to the particular job. Breach of this provision may be regarded as material breach of the Agreement.

16. The CONTRACTOR further agrees not to discriminate against any employee or applicant for employment based on a person's actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, age, marital status, disability status, gender expression, familial status, education association, height, or weight (except insofar as it relates to a bonafide or occupational qualification reasonably necessary to the normal operation of the business). Breach of this provision may be regarded as material breach of the Agreement.

17. Permits. The CONTRACTOR shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work. In particular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by his operations. Where such discontinuance of service affects consumers, due and sufficient notice shall be served upon those so affected.

18. Improvement of Real Property or Performing Management Construction Services. In the event the contract provides for improvement of real property or performing management construction services as provided in MCLA 125.1591, the following provisions apply:

(A) A contract between CONTRACTOR and the CITY for an improvement as provided above shall contain the following provisions:

(a) That if a CONTRACTOR discovers one or both of the following physical conditions of the surface or subsurface at the improvement site, before disturbing the physical condition, the contractor shall promptly notify the CITY of the physical condition in writing:

(i) A subsurface or a latent physical condition at the site is differing materially from those indicated in the improvement contract.

(ii) An unknown physical condition at the site is of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the improvement contract.

(b) That if the CITY receives a notice under subdivision (A), the CITY shall promptly investigate the physical condition.

(c) That if the CITY determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the CITY's determination shall be made in writing and an equitable adjustment shall be made and the contract modified in writing accordingly.

(d) That the CONTRACTOR cannot make a claim for additional costs or time because of a physical condition unless the CONTRACTOR has complied with the notice requirements of subdivision (A). The CITY may extend the time required for notice under subdivision (A).

(e) The CONTRACTOR cannot make a claim for an adjustment under the contract after the CONTRACTOR has received the final payment under the contract.

(B) If the CONTRACTOR does not agree with the CITY's determination, with the CITY's consent the CONTRACTOR may complete performance on the contract.

(C) At the option of the CITY, the CONTRACTOR and the CITY shall arbitrate the CONTRACTOR's entitlement to recover the actual increase in contract time and costs incurred because of the physical condition of the improvement site. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and judgment rendered may be entered in any court having jurisdiction.

19. American's With Disabilities Act Compliance. If this contract alters or resurfaces any streets, intersections, sidewalks, or curb ramps, CONTRACTOR shall

ensure that each portion of the project, to the maximum extent feasible, shall be altered in such manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities. Each project shall comply with the American's With Disabilities Act requirements, including 28 C.F.R. §§ 35.151(b),(c),(e)(1), and (e)(2) and 28 C.F.R. Part 36, App. A, the ADAAG.

Note: The City of Ypsilanti has chosen to follow the ADAAG standards rather than the UFAS standards. *See* United States Department of Justice ADA Title II Technical Assistance Manual, Section II-6.2100)

As used in this Section, the term "resurface" shall have the definition given by the United States Department of Justice Title II Technical Assistance Manual § II-6.6000 "Resurfacing beyond normal maintenance is an alteration. Merely filling potholes is considered to be normal maintenance."

As used in this Section, the term "to the maximum extent feasible" shall have the meaning set forth at 28 C.F.R. § 36.402(c).

As used in this Section, the term "readily accessible to and usable by persons with disabilities" shall have the meaning set forth at Section II-6.1000 of the US Department of Justice ADA Title II Technical Assistance Manual, and set forth at 28 CFR Appendix B Section 36.401.

20. Prevailing Wage. If the Contract is in amount in excess of \$25,000, all craftsmen, mechanics, and laborers (not including persons employed directly by the CITY) employed directly upon the site of the work shall receive at least the prevailing wages and fringe benefits of the building trades department for the corresponding classes of craftsmen, mechanics, and laborers, as determined and published by the Davis-Bacon division of the United States Department of Labor for the greater Ypsilanti Area. All subcontracts entered into by the CONTRACTOR for services or work under this Contract shall contain the provisions as set forth in this paragraph. CONTRACTOR and all subcontractors engaged in the performance of services or work under the Contract shall furnish proof, at the request of and satisfactory to the CITY, that the provisions of this paragraph are being complied with.

21. Living Wage.

A. (1) If this contract involves \$10,000, or more, Living Wages shall be paid according to the Ypsilanti Living Wage Ordinance (The Ordinance), being Chapter 2, Article VI, Division 4 of the City Code; and

(2) Suitable notices shall be posted in the work place; and

(3) Evidence of compliance including payroll records shall be provided to the Ypsilanti Personnel Department within 10 days of written request from the Ypsilanti Personnel Department.

B. In the event of violation of the provisions of The Ordinance or this contract this contract may be modified or terminated to comply with the provisions of The Ordinance, including withholding of moneys in amount equal to Living Wages not paid in accordance with The Ordinance and the City may also take action to recover the amount of the contract provided to any person found to have violated The Ordinance.

C. Any employee shall have a separate cause of action to enforce the provisions of this contract and The Ordinance and any rights conferred under The

Ordinance, in law and or equity, and any court of competent jurisdiction upon proper proof and the prevailing of the employee in such action, shall award actual damages, wage restitution, interest and actual attorney fees.

D. The City shall have the right to enforce this contract and The Ordinance in law or equity by court process including specific performance.

22. Minimum Wage.

A. (1) The CONTRACTOR must pay minimum wages to all employees according to the Minimum Wage Ordinance (The Ordinance), being Chapter 2, Article III, Division 3 of the City Code.

(2) The CONTRACTOR must post suitable notices in the work place.

(3) The CONTRACTOR must provide evidence of compliance, including payroll records, to the Ypsilanti Personnel Department within 10 days of written request from the Ypsilanti Personnel Department.

B. In the event of violation of the provisions of The Ordinance or this contract this contract may be modified or terminated to comply with the provisions of The Ordinance, including withholding of moneys in amount equal to Minimum Wages not paid in accordance with The Ordinance and the City may also take action to recover the amount of the contract provided to any person found to have violated The Ordinance.

C. Any employee shall have a separate cause of action to enforce the provisions of this contract and The Ordinance and any rights conferred under The Ordinance, in law and or equity, and any court of competent jurisdiction upon proper proof and the prevailing of the employee in such action, shall award actual damages, wage restitution, interest and actual attorney fees.

D. The City shall have the right to enforce this contract and The Ordinance in law or equity by court process including specific performance.

23. Not in Default to City. The CONTRACTOR hereby certifies that the CONTRACTOR is not in default to the CITY, and that there are no unpaid taxes, real or personal, owed to the CITY by the CONTRACTOR, and the CONTRACTOR has no other unfulfilled obligations to the CITY and is in compliance with all Ypsilanti City codes and ordinances. The parties understand that a breach of this provision is a material breach of the contract.

24. Except in amounts less than \$20 million, CONTRACTOR certifies that it, its successor, its parent company, or any of its subsidiaries or subunits does not engage in the practice of committing or contributing funds or property, extending credit, or contract for goods or services to develop petroleum resources, natural gas resources, or nuclear power in Iran.

25. Equal Employment Opportunity. If this Contract is funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office

of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

26. Copeland "Anti-Kickback" Act. If this Contract in excess of \$2000 for construction or repair, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

27. Davis-Bacon Act. If this is a construction contract of more than \$2,000, or otherwise required by Federal program legislation, CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week.

28. Contract Work Hours and Safety Standards Act. If this is a construction contract in excess of \$2000 or contract that involves the employment of mechanics or laborer in excess of \$2500, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).

29. Rights to Inventions Made Under a Contract or Agreement. If this is a contract for the performance of experimental, developmental, or research work, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR agrees to rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

30. Clean Air Act and the Federal Water Pollution Control Act. If this is a contract in excess of \$100,000, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

31. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If this is a contact above \$100,000, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR certifies that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 and further agrees to disclosure of any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

32. The Contract and its attachments, and this Addendum, are the sole Contract and Agreement between the parties. Any changes, additions or deletions shall not be effective or actionable unless they are in writing signed by the parties.

IN WITNESS WHEREOF, the undersigned have set their hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR

CITY OF YPSILANTI

BY: \_\_\_\_\_  
Print:  
Its:

BY: \_\_\_\_\_  
Andrew Hellenga  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
JOHN M. BARR P-10475  
Ypsilanti City Attorney

**Appendix C:**  
**Affirmative Action Ordinance**

Sec. 2-316. - Definitions.

The following words, terms and phrases when used in this division shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Affirmative action* means all of the various methods and procedures by which equal opportunity to employment without regard to race, national origin, religion, sex, sexual orientation, age or marital status may be legally effectuated.

*Age* means chronological age.

*Contractor* means:

- (1) A person who, by contract, furnishes services, materials or supplies.
- (2) Contractor does not include persons who are merely creditors or debtors of the city, such as those holding the city's notes or bonds or persons whose notes, bonds or stock are held by the city.
- (3) Provisions of this division shall not apply to persons who are sole proprietors of their business and who have no employees. Contracts for amounts not exceeding \$2,000.00 shall also be exempt from this division.

*Discriminate* means to make a decision, offer to make a decision or refrain from making a decision based in whole or in part on the race, national origin, religion, sex, sexual orientation, age or marital status of another person or that person's relatives or associates.

*Marital status* means the state of being married, unmarried, divorced or widowed.

*Minority* means a person who is black, a Native American or a Spanish American or Spanish-surnamed American or an Asian.

*Minority business enterprise* means a business enterprise of which more than 50 percent of the voting shares or interest in the business is owned, controlled and operated by individuals who are members of a minority, or who are women, and with respect to which more than 50 percent of the net profit or loss attributable to the business accrues to shareholders who are members of a minority or women.

*Religion* means all aspects of religious observance and practices as well as beliefs unless an employer demonstrates that he is unable to reasonably accommodate an employee's or a prospective employee's religious observance or a practice without undue hardship on the conduct of the employer's business.

*Sexual orientation* means male or female homosexuality, heterosexuality or bisexuality, by preference or practice.

(Code 1983, § 1.271)

**Cross reference**— Definitions generally, § 1-2.

Sec. 2-317. - Compliance program.

The city shall establish a program of contract compliance, whereby good faith efforts of prospective contractors and contractors to provide affirmative action are monitored.

(Code 1983, § 1.272)

Sec. 2-318. - Compliance officer; rules.

The city manager shall appoint a contract compliance officer. The contract compliance officer or his designee shall establish rules, regulations, or guidelines, that may be necessary to implement contract compliance.

(Code 1983, § 1.273)

Sec. 2-319. - Approval of contractors.

All contractors proposing to do business with the city, except those specifically exempt by regulations promulgated by the city manager, shall receive approval from the contract compliance officer prior to entering into a contract with the city.

(Code 1983, § 1.274)

Sec. 2-320. - Employment opportunity.

Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment in the manner which provides equal employment opportunity and tends to eliminate inequity based upon race, national origin, religion, sex, sexual orientation, age or marital status.

(Code 1983, § 1.275)

Sec. 2-321. - Contractor's agreement.

During the performance of a contract, the contractor agrees as follows: The contractor will not discriminate against any employee or applicant for employment because of race, national origin, religion, sex, sexual orientation, age or marital status. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, national origin, religion, sex, sexual orientation, age or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause per Presidential Executive Order Number 11246, Sub/Part B(i).

(Code 1983, § 1.276)

Sec. 2-322. - Information.

- (a) Each prospective contractor shall submit to the city, data showing current total employment by occupational category, sex and minority. The contractor will provide upon request and in a timely manner, all information the contract compliance officer deems necessary for evaluation of affirmative action, including providing access to all books, records and accounts pertaining to the contractor's employment practices.
- (b) If upon review of the aforementioned information, the contract compliance officer concludes that the prospective contractor's work force reasonably reflects the proportions of minorities and females in the labor force within the Ann Arbor—Ypsilanti standard metropolitan statistical area, such contractor will be deemed to have fulfilled the city's requirement for equal employment opportunity and will be considered an eligible bidder on city contracts.
- (c) Subsection (b) of this section shall not apply to any contract for which the contract compliance officer or his designee makes the determination that such provision cannot be fulfilled by minority business enterprises or minority group members or females located within a reasonable trade area determined in relation to the nature of work or services to be provided.
- (d) If, however, the contract compliance officer concludes that the prospective contractor's work force is deficient in representation of minorities and females compared to their proportional representation in the labor force of Ypsilanti—Ann Arbor standard metropolitan statistical area, the contractor will not

be deemed to have fulfilled the city's equal employment opportunity requirement and considered an ineligible bidder unless:

- (1) The contractor assures that ten percent of the total prime contract amount will be expended on services or supplies from minority business enterprises;
- (2) The contractor assures that ten percent of the total prime contract amount will be expended on services or supplies from persons employing at least 50 percent minorities, and that the contractor provides documentary evidence of such minority employment; or
- (3) The contractor agrees to work with the contract compliance officer to:
  - a. Set affirmative action goals, for each job category or division of the work force used in the completion of the work;
  - b. Provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
  - c. Permit the contract compliance officer access to all books, records and documents pertaining to its employment practices for the purpose of determining compliance with the affirmative action agreements.

The contract compliance officer will make a determination of reasonable progress in this direction using establishment criteria.

(Code 1983, § 1.277)

Sec. 2-323. - Compliance monitoring.

The contract compliance officer shall monitor the compliance of each contractor based upon the affirmative action agreement provisions of each contract. For instances of noncompliance, the contract compliance officer shall develop procedures and regulations which provide the contractor with notice of noncompliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.

(Code 1983, § 1.278)

Sec. 2-324. - Contract provisions.

- (a) The city's contract shall provide further that breach of obligation to take affirmative action shall be a material breach of the contract for which the city shall be entitled, at its option, to do any or all of the following:
  - (1) To cancel, terminate or suspend the contract in whole or part or refuse to make any required periodic payments or both;
  - (2) Declare the contractor ineligible for the award of any future contracts with the city for a specified length of time;
  - (3) To recover liquidated damages of a specific sum, such sum to be that percentage of the labor expenditures for the time period involved which would have accrued to minority group members had the affirmative obligation not been breached;
  - (4) Impose for each day of noncompliance, liquidated damages of a specified sum, based upon the following schedule:

Contract Amount	Assessed Damages Per Day of
-----------------	-----------------------------

	Noncompliance
\$5,000.00—\$24,999.00	\$ 25.00
\$25,000.00—\$99,999.00	50.00
\$100,000.00—\$199,999.00	100.00
\$200,000.00—\$499,999.00	150.00
\$500,000.00—\$1,499,999.00	200.00
\$1,500,000.00—\$2,999,999.00	250.00
\$3,000,000.00—\$4,999,999.00	300.00
\$5,000,000.00 and above	500.00

(b) In addition, the contractor shall be liable for any costs or expenses beyond the contract incurred by the city in obtaining from the other sources the work and services to be rendered or performed or goods or properties to be furnished or delivered to the city under this contract.

(Code 1983, § 1.279)

Sec. 2-325. - Initiation of prosecution for violation.

Prosecution for violation of this division may be initiated by complaint of the affected person or by the contract compliance officer on the basis of an investigation by that person.

(Code 1983, § 1.280)

Sec. 2-326. - Annual contract compliance report.

An annual contract compliance report shall be prepared and presented to city council by the first study session in July of each year, except for special reports requested by city council.

(Code 1983, § 1.281)

Sec. 2-327. - Local employees.

Contractors shall make good faith efforts to employ local persons so as to enhance the local economy.

(Code 1983, § 1.282)

Sec. 2-328. - Additional remedies.

Nothing contained in this division shall be deemed or construed to be substitute for or to abolish or impair existing, other or future legal remedies of the city or its officers or agencies, including criminal prosecutions under this or any other ordinance of the city or the laws of the state, even though such remedies may not be specifically enumerated or mentioned herein.

(Code 1983, § 1.283)

Sec. 2-329. - Penalties.

Where no specific penalty is provided for violation of any provision of this division, any person who shall violate any provision of this division shall be guilty of a misdemeanor and shall upon conviction be punished as provided in section 1-15.

(Code 1983, § 1.284)

Secs. 2-330—2-345. - Reserved.

**SALT BARN STABILIZATION AND MAINTENANCE BUILDING IMPROVEMENTS  
CITY OF YPSILANTI  
YPSILANTI, MICHIGAN**

**BIDS TO BE RECEIVED UNTIL 2:00 P.M., LOCAL TIME, MONDAY, NOVEMBER 4, 2024,  
AT THE CITY OF YPSILANTI'S CLERKS OFFICE  
LOCATED AT 1 S HURON ST, YPSILANTI, MI, 48197**

**OHM Advisors  
3400 Plymouth Road  
Livonia, MI 48150**

**ADDENDUM NO. 1  
October 31, 2024**

The following changes, additions, and/or clarifications to the Contract Documents shall be incorporated in said documents and shall be allowed for in the unit prices bid by the Contractor such that the unit prices indicated in the Bid Form shall represent the conditions as set forth in the Contract Documents and this addendum. The bidder shall acknowledge the receipt of this addendum on page 01 of the BID FORM section.

This Addendum contains 6 pages.

1. *The mandatory Pre-Bid meeting notes and sign-in sheet are attached to this addendum.*

**QUESTIONS/CLARIFICATIONS**

2. *Davis Bacon Prevailing Wages will not apply to this contract. Only the Washtenaw County Living Wage.*
3. *It appears the maintenance building overhead doors on either end are being removed. Will these be replaced?  
The overhead doors are not going to be replaced.*
4. *Can the contractor bring a dumpster to the site?  
Yes, a 20-yard dumpster can fit next to the city's dumpster on site.*
5. *The intent of the project is not to fix the leaning of the salt barn, but to brace the inside of the salt barn.*
6. *Demolition of the maintenance building center bay will include removing minor power/electric.*
7. *The timber trusses and exposed wood members in the maintenance building center bay shall be painted if the City does not go with installing a new roof in Alternate 1. Painting is not necessary if a roof is installed.*
8. *The little room in the maintenance building center bay will remain. Refer to the plans on the room improvements under the base bid and Alternate 1.*
9. *Steel shall be galvanized unless otherwise noted on the plans.*
10. *Alternate 2 includes demolition of the western bay down to the concrete slabs. Concrete slabs are to remain.*
11. *Clarification on the Base Bid, Alternate 1, and Alternate 2:*
  1. *Base Bid option includes the salt barn stabilization work as shown on the drawings and the removal of the maintenance building middle bay roof, with associated improvements like painting the timber, minor power/electric removal, overhead door removal, and modifications to the existing room on ground floor to withstand weather conditions, as shown on the drawings.*
  2. *Alternate 1 is a separate price for constructing a new roof over the maintenance building middle bay (following demolition work under the Base Bid) as shown on the drawings. This alternate would include removal of the timber trusses and has some minor modifications to the room on the ground floor, as shown on the drawings.*
  3. *Alternate 2 is a separate price for demolishing the western portion of the maintenance building down to the concrete slabs, as shown on the drawings.*

**End of Addendum No. 1**

**CITY OF YPSILANTI  
PRE-BID MEETING  
SIGN IN SHEET**

**Project:** Salt Barn Stabilization & Maintenance Building Improvements **Date:** Oct 29, 2024

**OHM Project No:** 0094-24-0010

NAME	COMPANY	PHONE	E-Mail or Fax
Bonnie Wessler	City of Ypsilanti	734/483-1421	wesslerb@cityofypsilanti.com
Rachel Jackson	OHM	586-295-1244	Rachel.jackson@ohm-advisors.com
Mike Spurbeck	OHM	(989) 956 2020	Michael.spurbeck@ohm-advisors.com
Mike Chabot	Chelsea Lumber	734-707-5681	MChabot@chelsealumber.com
Tyler Verrier	Allied Building Service	586-966-2451	tverrier@ <del>allied</del> <sup>teamallied</sup> .com
John Blawie	Howard Contracting	248-979-2494	John@howardcontracting.com
Geoff Duke	Duke Roofing	734-434-2957	info@dukerroofing.com

NAME	COMPANY	PHONE	E-Mail or Fax
Keith Norush	Summit Co	734.904-7191	knorush@summitcompany.net
Bob Rizk	NRC Builders	248-670-7327	bob@nrcbuilder.com
Josh Milk	Midtown Group	419-215-7654	joshm@midtowngroup.com
DREW WETTLAUER	GLOBAL GREEN SPV. GROUP	313-218-6482	drew@ggsg1.com

PREBID MEETING NOTES  
For  
Salt Barn Stabilization and Maintenance Building Improvements

PREBID MEETING

Engineer will conduct a Prebid meeting as indicated below:

1. Meeting Date: October 29, 2024
2. Meeting Time: 1:30 p.m., local time.
3. Location: 14 W Forest, Ypsilanti, MI (DPS Yard)

B. Attendance:

1. Prime Bidders: Attendance at Prebid meeting is mandatory.
2. Subcontractors: Attendance at Prebid meeting is recommended.

C. Agenda: Prebid meeting agenda will include review of topics that may affect proper preparation and submittal of bids, including the following:

1. Procurement and Contracting Requirements:

- a. Advertisement for Bids.
- b. Instructions to Bidders.
- c. Bidder Qualifications.
  - 1) Evidence of bidder's authority to do business in Michigan
  - 2) Bidder's state or other contractor license number
  - 3) Subcontractor and supplier qualification information
- d. Bonding.
  - 1) Performance Bond, 100% contract price
  - 2) Payment Bond, 100% contract price
- e. Insurance.
  - 1) Detailed in the Supplementary General Conditions Section 6.03.
- f. Bid Security.
  - 1) Bid security made payable to Owner in amount of 5% of Bidder's maximum bid price and in the form of a certified check or Bid Bond on the form provided in the bidding documents.
- g. Bid Form and Attachments.
  - 1) Attachments to the Bid Form include:
    - a) Bid Security
    - b) Statement of Qualifications
    - c) Subcontractor listing
    - d) Legal Status of Bidder
    - e) Iran Linked Business Certification
- h. Bid Submittal Requirements.
  - 1) Sealed bids due at 1 S Huron St, Ypsilanti, MI 48197 by 2:00 pm local time on November 4, 2024, for an in-person bid opening.
- i. Notice of Award.
  - 1) City Council meeting on November 12, 2024.
- j. Preconstruction Meeting will take place in December.
- k. Public Meetings
  - 1) Contractor shall attend public meeting(s) related to the project at the request of the Owner.

2. Communication during Bidding Period:

- a. All questions about the meaning or intent of the bidding documents are to be submitted to Engineer in writing by October 30, 2024, by 5:00 pm local time.
- b. Obtaining documents.

- c. Bidder's Requests for Information.
  - d. Bidder's Substitution Request/Prior Approval Request.
  - e. Addenda.
    - 1) Addendum No. 1 will include these notes and clarify all questions.
3. Contracting Requirements:
- a. Agreement.
  - b. The Supplementary Conditions.
  - c. The General Conditions.
  - d. Living Wages for Washtenaw County.
  - e. Liquidated Damages.
    - 1) Liquidated damages will be enforced at \$800/day.
4. Schedule:
- a. Project Schedule.
    - 1) Contractor shall submit a project schedule at the Preconstruction Meeting.
    - 2) Contractor should prioritize the salt barn work.
  - b. Contract Time.
    - 1) Base Bid Item A: Salt Barn Stabilization should be completed by March 31, 2025
    - 2) Substantial completion is defined as August 30, 2025, in the Progress Clause in the Appendix.
    - 3) Final completion is defined as September 15, 2025, in the Progress Clause in the Appendix.
5. Separate Contracts:
- a. Work by Owner.
  - b. Work of Other Contracts.
6. Construction Documents:
- a. Scopes of Work takes place on a municipal property, Department of Public Services Yard.
  - b. Base Bid - the stabilization of the DPS Salt Barn and maintenance building for safe use and prevention of further lateral movement.
  - c. Alternate Bids are being requested
    - 1) Alternate 1 Bid – New roof over maintenance area
    - 2) Alternate 2 Bid – Demolition of western portion of the DPS Maintenance Building
  - d. Temporary Facilities.
  - e. Use of Site.
    - 1) DPS Yard is an active public services site with daily operations. Will need to coordinate work around DPS functions.
    - 2) DPS will work with the contractor, but this will vary day to day.
  - f. Work Restrictions.
    - 1) Typical working hours are 7 am to 8 pm, Monday through Saturday. Contractor shall coordinate with DPS on these days/hours.
  - g. Alternates will be reviewed.
  - h. Substitutions following award.
7. Other Bidder Questions/Clarifications.
- a. Davis Bacon Prevailing Wages will not apply to this contract. Only the Washtenaw County Living Wage.
  - b. The overhead doors on either end of the maintenance building bay are not being replaced.
  - c. Can the contractor bring a dumpster to the site? A 20-yard dumpster can fit next to the cities.
  - d. The intent of the project is not to fix the leaning of the salt barn, only to brace the inside of the salt barn.
  - e. Demolition of the maintenance building center bay will include removing minor power/electric.

- f. The timber in the maintenance building center bay shall be painted if the City does not go with installing a new roof in alternate 1. Painting is not necessary if a roof is installed.
- g. The little room in the maintenance building center bay will remain. Refer to the plans on the room improvements under the base bid and alternate 1.
- h. Steel shall be galvanized unless otherwise noted on the plans.
- i. Alternate 2 includes demolition of the western bay down to the concrete slabs. Concrete slabs are to remain.

8. Post-Meeting Addendum.

D. Minutes: OHM will record and distribute meeting minutes to attendees. Minutes of meeting are issued as Available Information and do not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.

Tabulation for Bids Received on 11/4/2024  
 Salt Barn Stabilization & Maintenance Building Improvements  
 City of Ypsilanti, Washtenaw County, State of Michigan  
 OHM Job No.: 0094-24-0010

The Summit Co., Inc.  
 13191 Wayne Road  
 Livonia, MI 48150  
 Phone: (734) 261-3500

NRC Builders  
 24404 Catherine Industrial Dr Ste 300  
 Novi, MI 48375  
 Phone: (248) 442-1187

Heaney General Contracting, Inc.  
 7560 Carpenter Road  
 Ypsilanti, MI 48197  
 Phone: (734) 434-9330

Item No.	Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
<b>BASE BID</b>										
A.	Base Bid: Salt Barn Stabilization	1	LUMP SUM	\$245,000.00		\$245,000.00	-	\$228,125.03	\$228,125.03	
B.	Base Bid: Maintenance Building Stabilization	1	LUMP SUM	\$282,000.00		\$282,000.00	-	\$223,141.10	\$223,141.10	
<b>Total BASE BID Amount (ITEM A + B):</b>				<b>\$</b>	<b>527,000.00</b>	<b>\$</b>	<b>694,723.00</b>	<b>\$</b>	<b>451,266.13</b>	
<b>ALTERNATE 1 BID</b>										
C.	Alternate 1: New Roof over Maintenance area: Remove existing timber trusses and beams, furnish and install new pre-engineered wood trusses and roofing material, and eliminate construction of the roof over the electrical equipment.	1	LUMP SUM	\$131,000.00		\$131,000.00	\$99,000.00	\$99,000.00	\$345,018.21	\$345,018.21
<b>Total ALTERNATE 1 Bid Amount (ITEM C):</b>				<b>\$</b>	<b>131,000.00</b>	<b>\$</b>	<b>99,000.00</b>	<b>\$</b>	<b>345,018.21</b>	
<b>ALTERNATE 2 BID</b>										
D.	Alternate 2: Demolition of West Lean-To: Remove existing roof and walls, protect the existing slab to remain and enclose exposed knee wall.	1	LUMP SUM	\$24,725.00		\$24,725.00	\$13,000.00	\$14,474.18	\$14,474.18	
<b>Total ALTERNATE 2 Bid Amount (ITEM D):</b>				<b>\$</b>	<b>24,725.00</b>	<b>\$</b>	<b>13,000.00</b>	<b>\$</b>	<b>14,474.18</b>	
<b>Total Bid Amount (ITEM A + ITEM B + ITEM C + ITEM D):</b>				<b>\$</b>	<b>682,725.00</b>	<b>\$</b>	<b>806,723.00</b>	<b>\$</b>	<b>810,758.52</b>	

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Resolution No. 2024-270  
November 26, 2024

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

THAT, the following resident be appointed to the City of Ypsilanti Boards and Commissions as indicated below:

<u>Name</u>	<u>Board</u>	<u>Expiration</u>
Kristine Nash-Wong 2732 Glenbridge Ct Ann Arbor, MI 48104	Ypsilanti Downtown Development Authority	7/1/2028

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:

Print

### Citizen Advisory Boards and Commissions Participation Resume - Submission #6757

Date Submitted: 11/19/2024

The people of Ypsilanti are involved in their City government and are an important part of the community's achievements. Individuals interested in receiving more information in regards to serving on an advisory board or commission are invited to contact the City Clerk's Office at 734-483-1100. Alternatively, citizens who would like to participate can submit their information in the form below. After you apply, nomination to a board or a commission under the City Charter either by the Mayor or by two Council Members, and is subject to the approval and confirmation by a majority vote of the City Council.

#### Qualifications

Must be a resident/business owner in the city for at least two years. Or Council must determine your expertise is essential and not available in an applicant that meets the qualifications above. Must be eligible to vote in the state if not applying for youth membership.

Name\*

Email Address\*

Address\*

City\*

State\*

Zip Code\*

Phone Number\*

Number of Years in the Community\*

Ward You Live In

Education

**Occupation**

Economic Development

**Employer**

Ann Arbor SPARK at the East Innovation Center in Ypsilanti

**Are you applying for youth membership?**

Three Commission Allow Youth Membership (Sustainability, Arts and Parks, Police Advisory & Human Relations)

- Yes
- No

**Are you registered to vote in the City of Ypsilanti?**

- Yes
- No

**I would like to be considered and could devote sufficient time to serve on the following board or commission:**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Review and Tax Assessment Board                                     | <input type="checkbox"/> Ypsilanti Housing Commission     | <input type="checkbox"/> Arts and Parks Commission        |
| <input type="checkbox"/> Board of Ethics   | <input type="checkbox"/> Human Relations Commission       | <input type="checkbox"/> Ann Arbor Area Transit Authority |
| <input type="checkbox"/> Fire Civil Service Commission                                       | <input type="checkbox"/> Planning Commission              | <input type="checkbox"/> Police and Fire Pension Board    |
| <input type="checkbox"/> YCUA  | <input type="checkbox"/> Non-motorized Advisory Committee | <input type="checkbox"/> Huron River Watershed Council    |
| <input checked="" type="checkbox"/> Ypsilanti Downtown Development Authority                 | <input type="checkbox"/> Zoning Board of Appeals          | <input type="checkbox"/> Sustainability Commission        |
| <input type="checkbox"/> Economic Development Corporation/Brownfield Redevelopment Authority | <input type="checkbox"/> Dangerous Buildings Officer      | <input type="checkbox"/> Police Advisory Commission       |
| <input type="checkbox"/> Historic District Commission  |   |   |

**Party Affiliation**

[Empty text box for Party Affiliation]

If you are applying to serve on the Ethics Board or the Fire Civil Service Commission please provide your political affiliation

**Why are you interested in serving on these boards/commissions?\***

My role with SPARK is dedicated to supporting economic development and the growth of small businesses and start-ups in the Ypsilanti community. I would welcome the opportunity to be more engaged and further this support by participating with the DDA.

**Work/volunteer experience related to the board or commission:**

As Director of Entrepreneurial Services at SPARK East I have had the opportunity to work closely with the business community in Ypsilanti - as well as the community service providers and stakeholders.

**I understand that appointment to a City of Ypsilanti board or commission requires regular attendance at board meetings.**

Yes

**I hereby certify that all of the information above is true.**

Yes



WHEREAS, young people face increasing challenges in securing safe, stable housing due to economic pressures, housing shortages, and limited access to mental health resources, and

WHEREAS, Organizations like Ozone House, which has served Michigan communities for over 55 years, have built a trusted record of supporting the state’s most vulnerable youth by providing vital services for runaway and homeless youth, expanding its offerings to include a 24/7 crisis line, emergency shelter, street outreach, counseling, and case management. These programs have transformed lives, helping young people stabilize, find safety, and build a stable path forward, and

WHEREAS, a shortfall of nearly \$1,010,780 caused by recent federal funding losses, threatens to severely impact Michigan’s Runaway and Homeless Youth (RHY) programs across the state. Without this assistance for FY25, providers will be forced to reduce essential services for Michigan’s vulnerable youth until they can reapply in the FY26 federal funding cycle. Ozone House’s Transitional Living Program (TLP) at Miller House, which has relied on federal funding since 1990, is particularly affected and faces an uncertain future without supplemental state funding,

WHEREAS, without additional supplemental support to address this federal funding gap, Michigan’s RHY programs will be unable to sustain critical services through FY25. By prioritizing this funding in the Fall Supplemental Budget, Michigan can help ensure that no young person is left without the care and resources they need to thrive, therefor be it

RESOLVED, THAT as local leaders and policy officials, we express our collective support for Michigan’s Runaway and Homeless Youth (RHY) service providers and their urgent request for a one-time state funding allocation in the Fall Supplemental Budget.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE: