

Agenda for the

Allendale Charter Township Board Meeting

Monday, April 10, 2023, 6:00pm

Members Present:

Members Absent:

Guests Present:

Meeting called to order

- Invocation given by Jody Hansen
- Pledge of Allegiance
- Approve Agenda
- Consent Agenda
 - Approval of the March 27th, 2023, Regular Board Meeting Minutes
 - Bills
 - Interim Bills
 - 2023 Concerts in the Park Fee Waiver Request
 - 2023 Independence Day Fee Waiver Request
 - Pavilion Rental Fee Waiver Request from Positive Options
- For information
 - Minutes of the March 20th, 2023, Planning Commission Meeting
 - Minutes of the March 21, 2023 Meeting of the Downtown Development Authority
 - Notice of Hire: Keyara Winters, Custodial position
- Public Hearings
- Public Comments
- Guest Speakers
 - County Commissioner Sylvia Rhodea
 - Chad Doornbos and Flies & VandenBrink Engineering – Design-Build Agreement
- Action Items
 - Budget Amendment 2023-2: M-45 Sewer Line Project
 - Design Build Agreement for M-45 Sewer Line
- Discussion Items
- Public Comments
- Board Comments
- Future Agenda Items
- Adjournment

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- Account: ACT_Guest
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- File location: www.allendale-twp.org à Agendas and Minutes à Agendas: Township Board

**PROPOSED
PROCEEDINGS OF THE ALLENDALE
TOWNSHIP BOARD OF TRUSTEES
MARCH SESSION 2nd DAY**

The Allendale Township Board of Trustees met at the Allendale Township Auditorium, located at 6676 Lake Michigan Drive, on Monday, March 27, 2023, at 6:00 p.m. and was called to order at 6:00 p.m. by Mr. Elenbaas.

Present at Roll Call: Ms. Schuitema; Ms. Hansen; Mr. Zeinstra; Mr. Vander Wall; Ms. Kraker; and Mr. Elenbaas. (6)

Absent at Roll Call: Mr. Murillo (1)

Staff and Guest Present: Bob Sullivan, Legal Counsel; and Sergeant Cal Keuning, Ottawa County Sheriff's Department.

Mr. Elenbaas pronounced the invocation.

Mr. Elenbaas led in the Pledge of Allegiance to the Flag of the United States of America.

Mr. Murillo arrived at the meeting.

BOT 23-047 Mr. Zeinstra moved to approve the agenda of today with the following amendments: to add "Pavilion Fee Waiver Request" to Action Items and to add "Closed Session for the purposes of discussion a potential property purchase and update of pending litigation" after the 2nd Public Comment. The motion passed.

BOT 23-048 Mr. Murillo moved to approve the following Consent Resolutions:

1. To approve the Minutes of the March 13, 2023, Board of Trustees meeting as presented.
2. To approve the general claims in the amount of \$445,784.03 and interim payments of \$1,089,668.01, as presented by the summary report for March 28, 2023.

Items Received for Information

1. Minutes of the March 6, 2023, Planning Commission Meeting.

Public Hearings - None

Public Comments- None

BOT 23-049 Mr. Elenbaas moved to close public comment. The motion passed.

Guest Speakers- None

Action Items

BOT 23-050 Mr. Vander Wall moved to approve and authorize the Clerk and/or Supervisor to sign and process the ACT Metro Request: an application for access to and ongoing use of public ways by telecommunication providers under Metropolitan Extension Telecommunication Rights-of-Way Oversight Act 2002, PA 48, MCL Sections 484.3101 to 484.3120, by KEPS Technologies Inc. dba ACT.net and ACD Telecom, Inc. The motion passed.

BOT 23-051 Mr. Murillo moved to appoint the following board liaisons:
Parks and Recreation Committee- Kris Schuitema
Fire Department- Jody Hansen
The motion passed.

BOT 23-052 Mr. Vander Wall moved to approve the pavilion fee waiver request for Allendale Early Childhood Center. The motion passed.

Discussion Items

Mr. Elenbaas informed the board he is still prepping for strategic planning topics.

Public Comments -None

BOT 23-053 Mr. Elenbaas moved to close public comment. The motion passed.

BOT 23-054 Mr. Zeinstra moved to go into closed session at 6:28 p.m. for the purpose of discussing a potential land purchase and to provide an update on pending litigation. The motion passed as shown by the following votes:
YEAS: Mr. Murillo; Ms. Hansen; Ms. Kraker; Mr. Vander Wall; Ms. Schuitema; Mr. Zeinstra; and Mr. Elenbaas. (7)
NAYS: None (0)
ABSENT: None (0)

The board returned to open session at 6:52 p.m.

Board Comments

Mr. Elenbaas thanked Mr. Murillo for his service to the community as trustee.

Mr. Vander Wall thanked Mr. Murillo for his service as trustee.

Ms. Kraker thanked Mr. Murillo. She asked to draft a post to social media clarifying that building the fire department did not increase taxes and that the building has been paid in full.

Mr. Zeinstra thanked Mr. Murillo for his service as trustee.

Ms. Hansen thanked Mr. Murillo for his service as trustee.

Mr. Murillo thanked the board for the opportunity to work together to serve the community. He said it has been an honor representing and being a voice for the community.

BOT 23-055 Mr. Murillo moved to adjourn the meeting at 7:03 p.m. The motion passed.

Jody L. Hansen, Clerk
Of the Township of Allendale

Adam Elenbaas, Supervisor
Of the Township of Allendale

04/04/2023 04:03 PM
User: DENISE
DB: ALLENDALE

INVOICE GL DISTRIBUTION REPORT FOR ALLENDALE CHARTER TOWNSHIP
EXP CHECK RUN DATES 03/29/2023 - 04/11/2023
UNJOURNALIZED
OPEN

Page: 1/6

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General Fund					
Dept 000.000 REVENUE					
101-000.000-231.000	DEFERRED COMP PAYABLE	ALERUS RETIREMENT SOLUTI	MERS DC & 457 PLANS - MARCH	1,659.62	
101-000.000-231.010	401A PAYABLE	ALERUS RETIREMENT SOLUTI	MERS DC & 457 PLANS - MARCH	15,355.64	
101-000.000-231.030	Misc Ins - Aflac	AFLAC	MISCELLANEOUS INSURANCE	428.25	
101-000.000-284.208	5015 WARNER SAND MINING	FRESH COAST PLANNING LLC	PLANNING SERVICES - MARCH	208.00	
101-000.000-284.210	EMERALD SPRINGS-PUD-SIGNATURE L	FRESH COAST PLANNING LLC	PLANNING SERVICES - MARCH	13.00	
101-000.000-284.212	ALLENDALE CHRISTIAN EXPANSION-1	FRESH COAST PLANNING LLC	PLANNING SERVICES - MARCH	364.00	
101-000.000-284.224	STATION 45-2022 SLU	FRESH COAST PLANNING LLC	PLANNING SERVICES - MARCH	72.00	
101-000.000-284.228	ALDI	FRESH COAST PLANNING LLC	PLANNING SERVICES - MARCH	36.00	
101-000.000-284.230	SPECTRUM HEALTH ADDITION	FRESH COAST PLANNING LLC	PLANNING SERVICES - MARCH	13.00	
101-000.000-284.234	11126 52ND-EAGLE ROCK VENTURES	FRESH COAST PLANNING LLC	PLANNING SERVICES - MARCH	84.00	
101-000.000-284.237	RUSK LAKE MINING-SLU	FRESH COAST PLANNING LLC	PLANNING SERVICES - MARCH	168.00	
101-000.000-284.242	CENTENNIAL FARMS TOWNHOMES	FRESH COAST PLANNING LLC	PLANNING SERVICES - MARCH	236.00	
101-000.000-284.244	POLYMER PACKAGING ADDITION	FRESH COAST PLANNING LLC	PLANNING SERVICES - MARCH	568.00	
101-000.000-284.245	5366 RICH ST-ALLIED INSTALLATIO	FRESH COAST PLANNING LLC	PLANNING SERVICES - MARCH	624.00	
Total For Dept 000.000 REVENUE				19,829.51	
Dept 171.000 Supervisor					
101-171.000-802.000-CELLPH	Contracted Services	VERIZON WIRELESS	CELL PHONE CHARGES - MARCH	48.67	
101-171.000-955.000	Miscellaneous	REHMANN TECHNOLOGY SOLUT	SET UP LAPTOPS - ELENBAAS; WEAVER; CU	227.08	
Total For Dept 171.000 Supervisor				275.75	
Dept 209.000 EMPLOYEE INSURANCES					
101-209.000-717.000	LIFE INS	MUTUAL OF OMAHA INSURANC	INSURANCES - APRIL	137.58	
101-209.000-718.000	DISABILITY INS	MUTUAL OF OMAHA INSURANC	INSURANCES - APRIL	407.47	
101-209.000-719.000	WORKER'S COMP INS	MML WORKERS' COMP FUND	WORKMAN'S COMP ANNUAL RENEWAL - 2023/	27,799.20	
101-209.000-720.000-DENTAL	EMPLOYERS HEALTH INSURANCE	MUTUAL OF OMAHA INSURANC	INSURANCES - APRIL	1,130.18	
101-209.000-720.000-VISION	EMPLOYERS HEALTH INSURANCE	VISION SERVICE PLAN	HEALTH INSURANCE - APRIL	335.69	
Total For Dept 209.000 EMPLOYEE INSURANCES				29,810.12	
Dept 215.000 CLERK					
101-215.000-802.000-CELLPH	Contracted Services	VERIZON WIRELESS	CELL PHONE CHARGES - MARCH	97.34	
101-215.000-860.000	MILEAGE	JODY HANSEN	MILEAGE REIMBURSEMENT - 1ST QTR 2023	337.63	
Total For Dept 215.000 CLERK				434.97	
Dept 248.000 ADMINISTRATION					
101-248.000-732.000	SUPPLIES	AMAZON CAPITAL SERVICES	SUPPLIES	103.84	
101-248.000-732.000	SUPPLIES	AMAZON CAPITAL SERVICES	SUPPLIES	98.15	
101-248.000-732.000	SUPPLIES	AMAZON CAPITAL SERVICES	WIRELESS MOUSE & KEYBOARD	48.99	
101-248.000-802.000	Contracted Services	PITNEY BOWES INC	POSTAGE MACHINE CONTRACT - 2023	764.04	
101-248.000-802.000-ITMONT	Contracted Services	LIFTOFF LLC	OFFICE 365 PLAN G3 - 2023	4,608.00	
101-248.000-802.000-ITMONT	Contracted Services	REHMANN TECHNOLOGY SOLUT	MICROSOFT AZURE/CRM ENDPOINT - MARCH	88.08	
101-248.000-802.000-ITPROJ	Contracted Services	REHMANN TECHNOLOGY SOLUT	BASIC OFFICE 365 TRAINING (ON SITE)	315.00	
101-248.000-900.000	PRINTING, PUBLISHING, & POSTAGE	KCI (KENT COMMUNICATIONS	MAIL PICKUP FEE - JAN;FEB;MAR	135.00	
Total For Dept 248.000 ADMINISTRATION				6,161.10	
Dept 257.000 ASSESSOR					
101-257.000-721.000-SEMINA	PROFESSIONAL DEVELOPMENT	OTTAWA CO EQUALIZATION D	PIVOTPOINT MOBILE SEMINAR - GALLIGAN	40.00	
101-257.000-802.000-ITMONT	Contracted Services	APEX SOFTWARE	MAINTENANCE RENEWAL - 2023	780.00	
Total For Dept 257.000 ASSESSOR				820.00	
Dept 265.000 BUILDING & GROUNDS					
101-265.000-802.000-CELLPH	Contracted Services	VERIZON WIRELESS	CELL PHONE CHARGES - MARCH	48.67	
101-265.000-802.000-TELEPH	Contracted Services	ACENTEK	TELEPHONE CHARGES - MARCH	890.79	

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GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General Fund					
Dept 265.000 BUILDING & GROUNDS					
101-265.000-930.000	Maintenance	ALLENDALE TRUE VALUE HDW	MAINTENANCE SUPPLIES	133.53	
101-265.000-930.000	Maintenance	FAMILY FARM & HOME INC	MAINTENANCE SUPPLIES	111.03	
101-265.000-955.000	Miscellaneous	AMAZON CAPITAL SERVICES	DOCKING STATION	135.99	
101-265.000-971.000	CAPITAL OUTLAY	MENARDS-HOLLAND INC	SUPPLIES	148.18	
Total For Dept 265.000 BUILDING & GROUNDS				1,468.19	
Dept 270.000 HUMAN RESOURCES					
101-270.000-955.000	Miscellaneous	REHMANN TECHNOLOGY SOLUT	SET UP LAPTOPS - ELENBAAS; WEAVER; CU	136.25	
Total For Dept 270.000 HUMAN RESOURCES				136.25	
Dept 301.000 POLICE OFFICER					
101-301.000-802.000	Contracted Services	OTTAWA COUNTY FISCAL SER	SHERIFF DEPT SERVICES - MARCH	4,000.18	
101-301.000-802.000	Contracted Services	OTTAWA COUNTY FISCAL SER	SHERIFF DEPT SERVICES - MARCH	37,493.42	
Total For Dept 301.000 POLICE OFFICER				41,493.60	
Dept 336.000 FIRE DEPT					
101-336.000-802.000-CELLPH	Contracted Services	VERIZON WIRELESS	CELL PHONE CHARGES - MARCH	58.44	
101-336.000-802.000-ITMONT	Contracted Services	REHMANN TECHNOLOGY SOLUT	MICROSOFT AZURE/CRM ENDPOINT - MARCH	22.00	
101-336.000-815.000	INSURANCE	BERENDS HENDRICKS STUIT	RENEWAL OF PROVIDENT FF A&H POLICY	1,798.00	
101-336.000-863.000-FUEL19	FUEL	WEX BANK-SPEEDWAY	FUEL CHARGES - MARCH	1,225.94	
Total For Dept 336.000 FIRE DEPT				3,104.38	
Dept 701.000 PLANNING & ZONING					
101-701.000-802.000	Contracted Services	FRESH COAST PLANNING LLC	PLANNING SERVICES - MARCH	3,458.00	
101-701.000-900.000	PRINTING, PUBLISHING, & POSTAGE	MLIVE MEDIA GROUP	GR PRESS DISPLAY ADS - MARCH	437.30	
Total For Dept 701.000 PLANNING & ZONING				3,895.30	
Dept 790.000 LIBRARY					
101-790.000-721.000-SEMINA	PROFESSIONAL DEVELOPMENT	ASHLEY JOHNSON	SEMINAR & MILEAGE REIMBURSEMENT	325.54	
101-790.000-732.000	SUPPLIES	AMAZON CAPITAL SERVICES	DVD CLEANING MACHINE SUPPLIES	106.93	
101-790.000-732.000-AVMATE	SUPPLIES	MICROMARKETING LLC	BOOK ON CD	13.99	
101-790.000-732.000-AVMATE	SUPPLIES	MICROMARKETING LLC	BOOK ON CD	44.99	
101-790.000-732.000-AVMATE	SUPPLIES	MICROMARKETING LLC	BOOKS ON CD	79.98	
101-790.000-732.000-AVMATE	SUPPLIES	MIDWEST TAPE LLC	DVDS	65.94	
101-790.000-732.000-AVMATE	SUPPLIES	MIDWEST TAPE LLC	DVDS	98.10	
101-790.000-732.000-AVMATE	SUPPLIES	MIDWEST TAPE LLC	DVDS	258.36	
101-790.000-732.000-BOOKSX	SUPPLIES	AMAZON CAPITAL SERVICES	ADULT BOOK	10.99	
101-790.000-732.000-BOOKSX	SUPPLIES	BAKER & TAYLOR BOOKS LLC	BOOKS	363.33	
101-790.000-732.000-BOOKSX	SUPPLIES	GALE/CENGAGE LEARNING IN	LARGE PRINT BOOK	31.19	
101-790.000-732.000-BOOKSX	SUPPLIES	KENT DISTRICT LIBRARY	REPLACEMENT BOOK	27.99	
101-790.000-732.000-CHILDB	SUPPLIES	BAKER & TAYLOR BOOKS LLC	CHILDREN'S BOOKS	231.73	
101-790.000-732.000-CHILDB	SUPPLIES	BAKER & TAYLOR BOOKS LLC	CHILDREN'S BOOKS	263.43	
101-790.000-802.000-AQUARI	Contracted Services	AQUA BLUE AQUARIUM SOLUT	AQUARIUM MAINTENANCE - MARCH	94.98	
101-790.000-802.000-DIGITA	Contracted Services	LAKELAND LIBRARY COOPERA	QTRLY OVERDRIVE - APR THRU JUNE	450.00	
101-790.000-802.000-DIGITA	Contracted Services	MIDWEST TAPE LLC	MONTHLY DIGITAL COLLECTION	1,300.06	
101-790.000-802.000-EPSSEC	Contracted Services	ENGINEERED PROTECTION SY	VIDEO SERVICE AGREEMENT - MAY THRU JU	127.32	
101-790.000-802.000-HOTSPO	Contracted Services	T-MOBILE	WIRELESS WIFI HOTSPOTS - MARCH	254.20	
101-790.000-802.000-LAKELA	Contracted Services	LAKELAND LIBRARY COOPERA	QTRLY FEES - APR THRU JUN	5,949.00	
101-790.000-802.000-TECHNO	Contracted Services	ACENTEK	TELEPHONE CHARGES - MARCH	218.95	
101-790.000-802.000-TECHNO	Contracted Services	NICHOLAS HEIMLER	INTERNAL BROADBAND SERVICES - APR THR	285.00	
101-790.000-802.000-TECHNO	Contracted Services	SANILAC COMPUTER PRODUCT	PRINTING SOFTWARE - ANNUAL SUPPORT	220.00	
101-790.000-802.000-TELEPH	Contracted Services	ACENTEK	TELEPHONE CHARGES - MARCH	47.50	
101-790.000-807.000-ADULTP	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	REFUND - ADULT PROGRAM	(13.57)	

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OPEN

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General Fund					
Dept 790.000 LIBRARY					
101-790.000-807.000-ADULTP	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	REFUND - ADULT PROGRAM	(31.97)	
101-790.000-807.000-ADULTP	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	REFUND - ADULT PROGRAM	(47.80)	
101-790.000-807.000-SUMMER	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	YOUTH PROGRAM SUPPLIES	22.77	
101-790.000-807.000-SUMMER	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	YOUTH PROGRAM SUPPLIES	12.44	
101-790.000-807.000-SUMMER	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	YOUTH PROGRAM SUPPLIES	78.30	
101-790.000-807.000-SUMMER	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	YOUTH PROGRAM SUPPLIES	42.55	
101-790.000-807.000-SUMMER	COMMUNITY PROGRAMS	AMAZON CAPITAL SERVICES	YOUTH PROGRAM SUPPLIES	6.98	
101-790.000-860.000	MILEAGE	ASHLEY JOHNSON	SEMINAR & MILEAGE REIMBURSEMENT	306.15	
Total For Dept 790.000 LIBRARY				11,245.35	
Total For Fund 101 General Fund				118,674.52	
Fund 249 Building Department Fund					
Dept 000.000 REVENUE					
249-000.000-231.010	401A PAYABLE	ALERUS RETIREMENT SOLUTI	MERS DC & 457 PLANS - MARCH	193.21	
Total For Dept 000.000 REVENUE				193.21	
Dept 371.000 INSPECTION DEPARTMENT					
249-371.000-717.000	LIFE INS	MUTUAL OF OMAHA INSURANC	INSURANCES - APRIL	3.09	
249-371.000-718.000	DISABILITY INS	MUTUAL OF OMAHA INSURANC	INSURANCES - APRIL	8.17	
249-371.000-802.000	Contracted Services	PROFESSIONAL CODE INSPEC	PERMIT INSPECTIONS - MARCH	27,026.10	
Total For Dept 371.000 INSPECTION DEPARTMENT				27,037.36	
Total For Fund 249 Building Department Fund				27,230.57	
Fund 252 RENTAL ADMINISTRATION					
Dept 000.000 REVENUE					
252-000.000-231.000	DEFERRED COMP PAYABLE	ALERUS RETIREMENT SOLUTI	MERS DC & 457 PLANS - MARCH	150.01	
252-000.000-231.010	401A PAYABLE	ALERUS RETIREMENT SOLUTI	MERS DC & 457 PLANS - MARCH	694.38	
Total For Dept 000.000 REVENUE				844.39	
Dept 371.000 INSPECTION DEPARTMENT					
252-371.000-717.000	LIFE INS	MUTUAL OF OMAHA INSURANC	INSURANCES - APRIL	6.18	
252-371.000-718.000	DISABILITY INS	MUTUAL OF OMAHA INSURANC	INSURANCES - APRIL	21.74	
252-371.000-720.000-DENTAL	EMPLOYERS HEALTH INSURANCE	MUTUAL OF OMAHA INSURANC	INSURANCES - APRIL	109.94	
252-371.000-720.000-VISION	EMPLOYERS HEALTH INSURANCE	VISION SERVICE PLAN	HEALTH INSURANCE - APRIL	14.37	
Total For Dept 371.000 INSPECTION DEPARTMENT				152.23	
Total For Fund 252 RENTAL ADMINISTRATION				996.62	
Fund 403 FIRE STATION BUILDING FUND					
Dept 901.000 CONSTRUCTION					
403-901.000-971.000	CAPITAL OUTLAY	FAMILY FARM & HOME INC	MAINTENANCE SUPPLIES	133.44	
403-901.000-971.000	CAPITAL OUTLAY	MENARDS-HOLLAND INC	SUPPLIES	67.98	
403-901.000-971.000	CAPITAL OUTLAY	MODERN OFFICE INTERIORS	CHAIR - FIRE CHIEF	410.41	
403-901.000-971.000	CAPITAL OUTLAY	REHMANN TECHNOLOGY SOLUT	INSTALL 24 PORT SWITCH - FIRE STATION	835.00	
Total For Dept 901.000 CONSTRUCTION				1,446.83	
Total For Fund 403 FIRE STATION BUILDING FUND				1,446.83	
Fund 404 CAPITAL/ONE-TIME PROJECTS FUND					
Dept 265.000 BUILDING & GROUNDS					
404-265.000-971.000	CAPITAL OUTLAY	ALLENDALE TRUE VALUE HDW	MAINTENANCE SUPPLIES	671.30	
404-265.000-971.000	CAPITAL OUTLAY	BERENS DRYWALL INC	DRYWALL WORK - CLERKS' OFFICES	650.00	

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GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 404 CAPITAL/ONE-TIME PROJECTS FUND					
Dept 265.000 BUILDING & GROUNDS					
404-265.000-971.000	CAPITAL OUTLAY	MENARDS-HOLLAND INC	SUPPLIES	1,671.36	
404-265.000-971.000	CAPITAL OUTLAY	MODERN OFFICE INTERIORS	OFFICE EQUIPMENT - CLERK'S OFFICE	8,540.59	
Total For Dept 265.000 BUILDING & GROUNDS				11,533.25	
Dept 336.000 FIRE DEPT					
404-336.000-971.000	CAPITAL OUTLAY	DOUG'S AUTO BODY INC	PAINT BRUSH TRUCK	5,369.84	
Total For Dept 336.000 FIRE DEPT				5,369.84	
Total For Fund 404 CAPITAL/ONE-TIME PROJECTS FUND				16,903.09	
Fund 592 Water & Sewer					
Dept 000.000 REVENUE					
592-000.000-231.000	DEFERRED COMP PAYABLE	ALERUS RETIREMENT SOLUTI	MERS DC & 457 PLANS - MARCH	1,454.34	
592-000.000-231.010	401A PAYABLE	ALERUS RETIREMENT SOLUTI	MERS DC & 457 PLANS - MARCH	8,033.22	
592-000.000-231.030	Misc Ins - Aflac	AFLAC	MISCELLANEOUS INSURANCE	175.92	
592-000.000-266.000	WAGE GARNISHMENT PAYABLE	ILLINOIS STATE DISBURSEM	CHILD SUPPORT DISBURSEMENT	230.77	
Total For Dept 000.000 REVENUE				9,894.25	
Dept 248.000 ADMINISTRATION					
592-248.000-802.000-ITMONT	Contracted Services	LIFTOFF LLC	OFFICE 365 PLAN G3 - 2023	3,072.00	
592-248.000-802.000-ITMONT	Contracted Services	REHMANN TECHNOLOGY SOLUT	MICROSOFT AZURE/CRM ENDPOINT - MARCH	58.72	
592-248.000-802.000-ITPROJ	Contracted Services	REHMANN TECHNOLOGY SOLUT	BASIC OFFICE 365 TRAINING (ON SITE)	210.00	
Total For Dept 248.000 ADMINISTRATION				3,340.72	
Dept 536.000 WATER					
592-536.000-717.000	LIFE INS	MUTUAL OF OMAHA INSURANC	INSURANCES - APRIL	29.84	
592-536.000-718.000	DISABILITY INS	MUTUAL OF OMAHA INSURANC	INSURANCES - APRIL	112.84	
592-536.000-719.000	WORKER'S COMP INS	MMML WORKERS' COMP FUND	WORKMAN'S COMP ANNUAL RENEWAL - 2023/	8,553.60	
592-536.000-720.000-DENTAL	EMPLOYERS HEALTH INSURANCE	MUTUAL OF OMAHA INSURANC	INSURANCES - APRIL	384.36	
592-536.000-720.000-VISION	EMPLOYERS HEALTH INSURANCE	VISION SERVICE PLAN	HEALTH INSURANCE - APRIL	90.89	
592-536.000-732.000-GENSUP	SUPPLIES	AMAZON CAPITAL SERVICES	SUPPLIES	60.31	
592-536.000-732.000-GENSUP	SUPPLIES	KUSTOM DEZINS LLC	SAFETY JACKETS / HOODIE LOGO	175.00	
592-536.000-732.000-GENSUP	SUPPLIES	MINER SUPPLY COMPANY INC	C-FOLD TOWELS	43.20	
592-536.000-802.000-TELEPH	Contracted Services	ACENTEK	TELEPHONE CHARGES - MARCH	39.95	
592-536.000-802.000-TELEPH	Contracted Services	VERIZON WIRELESS	CELL PHONE CHARGES - MARCH	254.48	
592-536.000-863.000	FUEL	WEX BANK-SPEEDWAY	FUEL CHARGES - MARCH	585.21	
592-536.000-935.000	Truck Maintenance	HOEKSTRA TRUCK EQUIPMENT	2009 F-250 SERVICE BODY REPAIR	496.66	
592-536.000-955.000	Miscellaneous	REHMANN TECHNOLOGY SOLUT	SET UP LAPTOPS - ELENBAAS; WEAVER; CU	113.55	
592-536.000-955.000	Miscellaneous	REHMANN TECHNOLOGY SOLUT	SET UP LAPTOPS - ELENBAAS; WEAVER; CU	45.42	
Total For Dept 536.000 WATER				10,985.31	
Dept 537.000 SEWER					
592-537.000-717.000	LIFE INS	MUTUAL OF OMAHA INSURANC	INSURANCES - APRIL	29.84	
592-537.000-718.000	DISABILITY INS	MUTUAL OF OMAHA INSURANC	INSURANCES - APRIL	112.84	
592-537.000-719.000	WORKER'S COMP INS	MMML WORKERS' COMP FUND	WORKMAN'S COMP ANNUAL RENEWAL - 2023/	6,415.20	
592-537.000-720.000-DENTAL	EMPLOYERS HEALTH INSURANCE	MUTUAL OF OMAHA INSURANC	INSURANCES - APRIL	384.36	
592-537.000-720.000-VISION	EMPLOYERS HEALTH INSURANCE	VISION SERVICE PLAN	HEALTH INSURANCE - APRIL	90.89	
592-537.000-721.000-DUESXX	PROFESSIONAL DEVELOPMENT	MWEA	MEMBERSHIP DUES - VEREEKE	95.00	
592-537.000-732.000-GENSUP	SUPPLIES	AMAZON CAPITAL SERVICES	CUSTODIAL CART	180.99	
592-537.000-732.000-GENSUP	SUPPLIES	AMAZON CAPITAL SERVICES	SUPPLIES	60.30	
592-537.000-732.000-GENSUP	SUPPLIES	KUSTOM DEZINS LLC	SAFETY JACKETS / HOODIE LOGO	175.00	
592-537.000-732.000-GENSUP	SUPPLIES	MINER SUPPLY COMPANY INC	C-FOLD TOWELS	43.20	
592-537.000-732.000-LABSUP	SUPPLIES	CRYSTAL WATER CONDITIONI	LAB WATER MAINTENANCE	219.10	

UNJOURNALIZED

OPEN

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 592 Water & Sewer					
Dept 537.000 SEWER					
592-537.000-732.000-LABSUP	SUPPLIES	IDEXX DISTRIBUTION INC	LAB CONSUMABLES	2,451.57	
592-537.000-802.000-TELEPH	Contracted Services	ACENTEK	TELEPHONE CHARGES - MARCH	398.80	
592-537.000-802.000-TELEPH	Contracted Services	VERIZON WIRELESS	CELL PHONE CHARGES - MARCH	254.47	
592-537.000-802.000-TELEPH	Contracted Services	VERIZON WIRELESS	CELL PHONE CHARGES - MARCH	30.01	
592-537.000-802.000-TELEPH	Contracted Services	VERIZON WIRELESS	MACHINE TO MACHINE ACTIVITY - MARCH	291.78	
592-537.000-863.000	FUEL	WEX BANK-SPEEDWAY	FUEL CHARGES - MARCH	585.20	
592-537.000-930.000-COLLEC	MAINTENANCE	KERR PUMP & SUPPLY INC	TIMBER CREEK L.S. PORT	759.00	
592-537.000-930.000-WRRFMA	MAINTENANCE	ERICKSONS	SWAP RBC	9,819.75	
592-537.000-930.000-WRRFMA	MAINTENANCE	WEST SHORE SERVICES INC	SWAP RBC - CRANE RENTAL	2,405.75	
592-537.000-935.000	Truck Maintenance	HOEKSTRA TRUCK EQUIPMENT	2009 F-250 SERVICE BODY REPAIR	496.67	
592-537.000-955.000	Miscellaneous	REHMANN TECHNOLOGY SOLUT	SET UP LAPTOPS - ELENBAAS; WEAVER; CU	45.41	
592-537.000-955.000	Miscellaneous	REHMANN TECHNOLOGY SOLUT	SET UP LAPTOPS - ELENBAAS; WEAVER; CU	113.54	
592-537.000-971.030	WWTP EXPANSION PHASE 2	MOORE & BRUGGINK INC	NEREDA ENGINEERING - PHASE 2	91,191.74	
Total For Dept 537.000 SEWER				116,650.41	
Total For Fund 592 Water & Sewer				140,870.69	

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:		
Fund 101 General Fund	118,674.52	
Fund 249 Building Depa	27,230.57	
Fund 252 RENTAL ADMINI	996.62	
Fund 403 FIRE STATION	1,446.83	
Fund 404 CAPITAL/ONE-T	16,903.09	
Fund 592 Water & Sewer	140,870.69	
Total For All Funds:	306,122.32	

INTERIM PAYMENTS
Board Meeting: 04/10/23

DATE	CHECK #	AMOUNT	VENDOR	DESCRIPTION
3/24/2023	EFT	\$ 647.72	PRIORITY HEALTH	HRA Payment
3/30/2023	EFT	\$ 69,408.75	EMPLOYEES	Bi-Weekly Payroll
3/30/2023	EFT	\$ 20,205.53	FEDERAL GOV'T	Payroll IRS Tax Payment
4/4/2023	EFT	\$ 15,043.86	POC FIRE FIGHTERS	POC Fire Fighter Payroll
4/4/2023	EFT	\$ 3,139.62	FEDERAL GOV'T	Payroll IRS Tax Payment

\$ 108,445.48 TOTAL

Allendale

CHARTER TOWNSHIP

"Where community is more than just a concept!"

4/3/2023

Dear Board of Trustees,

For 2023, I have organized five concerts for our 2023 Concerts in the Park Series. I am looking forward to offering this free event to our community again this year. To create an enjoyable and attractive evening, two food trucks will be available to our attendees. Lost Art Burger Food Truck will attend on June 20th, July 18th, and July 25th, Kool Breze will attend June 27th, and Patty Matters will attend on July 11th.

I am requesting a blanket waiver of vendor license application fees for this series. This blanket waiver will cover both current and future applications we have received for this event only. It is important to include future applications for the 2023 series if a substitute food truck is needed. I understand that a blanket waiver may not be possible in future years or events, but my hope is that we can offer a waiver at this time. Thank you for your consideration.

Sincerely,

Elizabeth Szymanski

Elizabeth Szymanski

Community Coordinator/Deputy Clerk

6676 Lake Michigan Drive | P.O. Box 539 | Allendale MI 49401
Phone: 616-895-6295 Fax: 616-895-6670 or 616-895-6330
www.allendale-twp.org

Allendale

CHARTER TOWNSHIP

"Where community is more than just a concept!"

4/3/2023

Dear Board of Trustees,

For 2023, Allendale Charter Township is organizing two aspects of the Allendale 4th of July Celebration: The Activities in the Park and a firework display. I have organized many activities for all ages, including games, artists, a live concert, and food trucks for the park. The Lion's Club will offer a chicken barbeque again at the park pavilions. Other local groups are considering joining the event but have not yet made a commitment.

Currently, we have three food trucks committed to the event and one pavilion rental application from the Allendale Lions Club. I am requesting a blanket waiver of all fees that may incur due to vendor licenses or rental applications for any group or business that attends the Independence Day Activities in the Park or firework display. This blanket waiver will cover both current and future applications we have received for this event only. I understand that a blanket waiver may not be possible in future years or events, but my hope is that we can offer a waiver at this time. Thank you for your consideration.

Sincerely,

Elizabeth Szymanski

Elizabeth Szymanski

Community Coordinator/Deputy Clerk

6676 Lake Michigan Drive | P.O. Box 539 | Allendale MI 49401
Phone: 616-895-6295 Fax: 616-895-6670 or 616-895-6330
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Allendale

CHARTER TOWNSHIP

"Where community is more than just a concept!"

April 4, 2023

Township Board of Trustees:

The Township received a request to waive the rental fee for a pavilion rental on June 24, 2023. The request is from Positive Options, a local non-profit organization.

Our Township policy is that a non-profit may request the Township Board to waive the fee for rental of a Township facility. Having received their facility rental form and their request to waive the fee, I am requesting that the Board consider and approve their request.

Respectfully Submitted,

Adam Elenbaas

Adam Elenbaas
Township Supervisor

**ALLENDALE CHARTER TOWNSHIP
PLANNING COMMISSION MEETING**

March 20, 2023

7:00 p.m.

Allendale Township Public Meeting Room

1. Call the Meeting to Order
2. Roll Call:
Present: Adams, Westerling, Nadda, Jacquot, Zeinstra
Absent: Zuniga, 1 vacant seat
Staff and Guests Present: Planner Greg Ransford, Bob Chapin
3. Communications and Correspondence: None
4. Motion by Jacquot to approve the March 6, 2023, Planning Commission Minutes as presented.
Seconded by Zeinstra. **Approved 5-0**
5. Motion by Adams to approve the March 20, 2023, Planning Commission Agenda as presented.
Seconded by Nadda. **Approved 5-0**
6. Public Comments for *non-public hearing item*:

Chairperson Adams opened the public comment section for non-public hearing items.

Bob Chapin, a resident of Allendale, listed some outdoor venues in the area outside of Allendale. Mr. Chapin also thanked the Planning Commission for putting this issue on the agenda for discussion.

Seeing no more comments, Chairperson Adams closed the public comment section.

7. Public Hearings: None
8. Site Plan Review: None
9. New Business:

A. Outdoor Venue discussion

Planner Ransford reviewed his memo regarding this discussion item.

Commissioners discussed the definition of an Outdoor Venue and if there are other townships that have ordinance language regarding Outdoor Venues. They also discussed the possible zone that this could go in, and whether to add it as a special use.

Commissioners directed Planner Ransford to begin to do research and bring sample language regarding Outdoor Venues.

B. Work Program

- Mining Operations
 - Consider requiring resulting lots to possess the ability to appropriately accommodate septic systems that will experience longevity
 - Minimum Provisions

Planner Ransford introduced the discussion.

Commissioners discussed the possibility of language regulating this, but State law regulates what the Planning Commission can do and require. Commissioners would like to see language to require sand mining applicants that show future use as residential to provide proof that the septic systems will be sustainable.

Planner Ransford was directed to draft language regarding the resulting septic systems after mining operations are complete, but the Commissioners also opined that he groups it with other zoning ordinance changes as time allows. Commissioners also directed Planner Ransford to look at language to regulate outdoor furnaces.

- Update Planning Commission Bylaws
 - Meeting date and time

Planner Ransford reviewed the reasoning behind updating the Bylaws.

Commissioners directed Planner Ransford to update the date and meeting time to state 1st and 3rd Mondays of the month and change the time to be 7:00 p.m.

The Commissioners also discussed removing items from the Bylaws such as taking out Section 3.10 Order of Business and Section 10 Public Hearing Procedure.

Commissioners directed Planner Ransford to go through the Bylaws and suggest revisions to the Commission.

C. Text Amendment Discussion

- Master Plan reference updates

Planner Ransford reviewed his memo regarding possible Zoning Ordinance amendments to align the Zoning Ordinance with the Master Plan.

Commissioners discussed Open Space requirements for developments and language for a minimum requirement for open space. Planner Ransford will provide sample language for regulating Open Space requirements and proceed with language for the Master Plan reference updates.

10. Old Business: None

11. Public Comments:

Chairperson Adams, seeing no public present, opened and closed the public comment section.

12. Township Board Reports:

Mr. Zeinstra reported that the Board approved the Final Preliminary Plat for Pearline Estates and the Site Plan for Hidden Shores West Phase 4. The Board also approved a new company that will allow the Township to collect payments with credit cards. He also stated that the Board discussed strategic planning and future park planning. Mr. Zeinstra also brought up the lights on the fire station and was told that someone will investigate.

13. Commissioner and Staff Comments:

Mr. Adams informed the Commission that there is fugitive dust coming from the new sand pit located at Pierce and 92nd.

Mr. Jacquot had a question regarding the house that is going to be removed from the Centennial Farms property and when that would happen.

Mr. Nadda asked about any updates for the Aldi or Tommy's projects. Mr. Ransford said that they are moving forward.

Mr. Ransford noted that he would be away for the next meeting and that Mr. Yeomans will be attending in his place.

14. Chairperson Adams adjourned the meeting at 8:50 p.m.

Next meeting April 3, 2023, at 7:00 p.m.

Minutes respectfully submitted by Kelli McGovern

Downtown Development Authority Meeting - Minutes March 21, 2023 – 7:00am

Members Present: Kellen Brusveen, Steve Spriensma, Tom Zuniga, Bob Chapin, Adam Elenbaas, Jeremy Borgman, Brent Clark, Rence Meredith, Ross Stevens, David VanderWall, Angela Hatto

Not Present: Kristin Corner

Agenda

1. Opportunity for public comment – none present.
2. Approval of the January 17, 2023 meeting minutes: Zuniga motion to approve, Borgman support. Motion approved.
3. Updates to the Enhancement Program: Members were presented with the edited version of the application that has been under consideration. Borgman motion to approve, Vander Wall: support. Motion approved.
4. TIF Amendment 14: Members discussed goals and proposed improvements for upcoming years for the DDA. Motion by VanderWall: New Tif plan for Proposed Improvements as amended by DDA discussion, be forwarded to the Citizens's Council for consideration. Support by Meredith. Motion Passes.
5. Chamber Updates – Chamber representative was not present.
6. Township Updates – Members discussed the completion and upcoming plans for the fire station, as well as several new businesses in process of moving into the community.
7. Public comment – None present
8. Next meeting: May 16, 2023
9. Adjourn: Motion to adjourn from Borgman, Support by Zuniga, meeting adjourned.



"Where community is more than just a concept!"

Custodial Notice of Hire- Keyara Winters

Prepared by Lydale Weaver

On 3/30/2023

Board of Trustees:

We have reviewed applications for the Custodial full-time position with the Township. Our Facilities Supervisor, Public Utilities Water Supervisor, and HR Director Lydale Weaver were part of the interview process. We have hired Keyara Winters for the Custodial position.

Keyara is self-motivated and brings years of cleaning experience to the Township.

We recommend a pay rate of \$18.00 for Keyara. We are excited for Keyara to join the staff at Allendale Charter Township and look forward to her growth in the position.

Respectfully,

Larry Haveman and Lydale Weaver

Facilities Supervisor and HR Director

Budget Amendment Request

Fund Name:	Water/Sewer	Requested by:	Chad
Department Name:	Sewer	Date:	4/10/2023
Fund/Dept Number:	592-537	Amendment #:	2
Year:	2023		

	Current Budget	This Amendment	Revised Budget
TOTAL REVENUES:			\$0.00

EXPENDITURES:**GL Number:**

CAPITAL OUTLAY	\$379,000.00	\$40,000.00	\$419,000.00	592-537.000-971.000
			\$0.00	
			\$0.00	
			\$0.00	
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			\$0.00	
			\$0.00	
			\$0.00	
TOTAL EXPENDITURES:	\$379,000.00	\$40,000.00	\$419,000.00	
Revenue Over/(Under) Expenditures	(\$379,000.00)		(\$419,000.00)	
	Expenditure Change to Department		\$40,000.00	

Revenue change explanation	Scope was added to the project to assist in the aquisition of easements and property.
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Expenditure change explanation

Approved/Denied?



April 5, 2023

Mr. Chad Doornbos
Superintendent of Public Utilities
Allendale Charter Township
6676 Lake Michigan Drive
Allendale, MI 49401

**RE: Allendale Charter Township, MI
DBIA Agreement Between Owner and Design-Builder
Contract 2 – Collection System Improvements
SRF No. 5730-01**

Dear Chad,

Enclosed is the DBIA Agreement Between Owner and Design-Builder for the Contract 2 – Collection System Improvements project for your review.

It is our understanding that the Township plans to pay for design costs outside of the SRF project funds. As such, the Design phase fees shown in Exhibit C – Step 1 will be excluded from the SRF project costs but approved upon agreement execution. Exhibit C – Step 2 Construction values are completed after trade contractor bids are received and are accepted by the Township Board.

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

- Article 5.2.1 – Substantial Completion days.
- Article 6.6.1.2 – Design-Builder Contingency Allowance and value released to the Owner for change order items after substantial completion.
- Article 11:
 - Exhibit C – Step 2 Construction
 - Exhibit D – Conformed to Contract Documents
 - Performance and Payment Bonds
 - Certificate of Insurance

Please call us if you have any questions or need further clarification.

Sincerely,
F&V CONSTRUCTION

A handwritten signature in blue ink that reads "Corey Turner".

Corey Turner, PE
Construction Manager, Associate

2960 Lucerne Drive SE, Suite 100
Grand Rapids, MI 49546
P: 616.977.4400
www.fv-construction.com



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

April 2023

Document No. 530

Second Edition 2010

© Design-Build Institute of America

Washington, DC

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

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

This **AGREEMENT** is made as of the _____ day of _____ in
the year of 20____, by and between the following parties, for services in connection with the Project
identified below:

OWNER:

**Allendale Charter Township
6676 Lake Michigan Drive
Allendale, MI 49401**

DESIGN-BUILDER:

**F&V Construction
2960 Lucerne Drive SE
Grand Rapids, Michigan 49546**

PROJECT:

Contract 2 – Collection System Improvements, CWSRF No. 5730-01

The WRRF is located at 11624 40th Avenue, Allendale, MI 49401

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder
agree as set forth herein.

Article 1

Scope of Work

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

1.2 Prior to the execution of the Agreement, the Owner authorized Fleis & VandenBrink Engineering, Inc. to provide professional design services under a separate agreement. Engineer is an affiliated company of the Design-Builder, and Design-Builder intends to retain the Engineer hereunder as a Design Consultant, and utilize the work product for the purposes of this Agreement. In exchange for the Owner's agreement to retain Design-Builder hereunder, prior payments by Owner shall be credited to the Contract Price and the balance shall be paid to the Design-Builder hereunder as part of the Contract Balance.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract");

2.1.2 The GMP Exhibit referenced in Section 6.6.1.1 herein or, if applicable, the GMP Proposal accepted by Owner in accordance with Section 6.6.2 herein;

2.1.3 This Agreement, including all exhibits (List for example, performance standard requirements, performance incentive arrangements, markup exhibits, allowances, unit prices, or exhibit detailing offsite reimbursable personnel) but excluding, if applicable, the GMP Exhibit;

2.1.4 The General Conditions of Contract; and

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement (and again, if applicable, at the time of acceptance of the GMP Proposal by Owner in accordance with Section 6.6.2 hereof), shall carefully review all the Contract Documents, including the various documents comprising the Basis of

Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement or, if applicable, prior to Owner's acceptance of the GMP Proposal.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, or if applicable, after Owner's acceptance of the GMP Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below, and

4.3.2 Owner agrees to pay Design-Builder for all costs incurred to date plus a 4% mark-up as compensation for the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

4.4 Not used.

4.5 Owner's Indemnification for Use of Work Product. Pursuant to Section 4.3 above, the Owner is required to indemnify any Indemnified Parties as set forth in Section 4.2 above based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than _____ (_____) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

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

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

5.2.2 Not Used

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Not used.

5.5 Not used.

5.6 Not used

5.7 Not used.

Article 6

Contract Price

6.1 Contract Price.

6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to Design-Builder's Fee (as defined in Section 6.2 hereof) plus the Cost of the Work (as defined in Section 6.3 hereof), and any adjustments made in accordance with the General Conditions of Contract.

6.1.2 For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis:

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

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

6.2 Design-Builder's Fee.

6.2.1 Design-Builder's Fee shall be:

☒ _____ Eight and one half _____ percent (8.5 %) of Trade Contractor costs, Allowances, and General Conditions as shown in Exhibit C, as adjusted in accordance with Section 6.2.2 below.

6.2.2 Design-Builder's Fee will be adjusted as follows for any changes in the Work:

6.2.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of _____ Eight and one half _____ percent (8.5 %) of the additional Costs of the Work incurred for that Change Order.

6.2.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall be in accordance with Section 6.6.3. – Savings.

6.3 Cost of the Work. The term Cost of the Work shall mean costs reasonably and actually incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

6.3.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site; provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.

6.3.2 Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

6.3.3 Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are engaged in the performance of the Work.

6.3.4 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.3.1 through 6.3.3 hereof.

6.3.5 The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

6.3.6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

6.3.7 Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

6.3.8 Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.

6.3.9 Costs (less salvage value) of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

6.3.10 Costs of removal of debris and waste from the Site.

6.3.11 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of internet service, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

6.3.12 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

6.3.13 Premiums for insurance and bonds required by this Agreement or the performance of the Work.

6.3.14 All fuel and utility costs incurred in the performance of the Work.

6.3.15 Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.

6.3.16 Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.

6.3.17 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

6.3.18 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

6.3.19 Deposits which are lost, except to the extent caused by Design-Builder's negligence.

6.3.20 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

6.3.21 Accounting and data processing costs related to the Work.

6.3.22 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

6.4 Allowance Items and Allowance Values.

6.4.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the GMP Exhibit or GMP Proposal and are included within the GMP.

6.4.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.4.3 Not Used

6.4.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

6.4.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to

Section 6.4.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

6.5 Non-Reimbursable Costs.

6.5.1 The following shall not be deemed as costs of the Work:

6.5.1.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 hereof.

6.5.1.2 Overhead and general expenses, except as provided for in Section 6.3 hereof, or which may be recoverable for changes to the Work or Force Majeure events.

6.5.1.3 The cost of Design-Builder's capital used in the performance of the Work.

6.5.1.4 Not Used

6.6 The Guaranteed Maximum Price ("GMP").

6.6.1 GMP Established Upon Execution of this Agreement.

6.6.1.1 Not Used.

6.6.1.2 The GMP includes a Design-Builder Contingency Allowance in the amount of _____ Dollars (\$_____) which is available for Design-Builder's exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. Change Order eligible costs are to be allocated from the Owner allocated project Contingency.

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

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

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

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

6.6.2 GMP Established after Execution of this Agreement.

6.6.2.1 GMP Proposal. Design-Builder shall submit a GMP Proposal to Owner which shall include the following, unless the parties mutually agree otherwise:

6.6.2.1.1 A proposed GMP, which shall be the sum of:

- i. Design-Builder's Fee as defined in Section 6.2.1 hereof;
- ii. The estimated Cost of the Work as defined in Section 6.3 hereof, inclusive of any Design-Builder's Contingency as defined in Section 6.6.1.2 hereof; and
- iii. If applicable, any prices established under Section 6.1.2 hereof.

6.6.2.1.2 The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria, which are set forth in detail and are attached to the GMP Proposal;

6.6.2.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the GMP Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

6.6.2.1.4 The Scheduled Substantial Completion Date upon which the proposed GMP is based, to the extent said date has not already been established under Section 5.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based;

6.6.2.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

6.6.2.1.6 If applicable, a schedule of alternate prices;

6.6.2.1.7 If applicable, a schedule of unit prices;

6.6.2.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the GMP and which, if performed, shall be the basis for an increase in the GMP and/or Contract Time(s); and

6.6.2.1.9 The time limit for acceptance of the GMP Proposal.

6.6.2.2 Review and Adjustment to GMP Proposal. After submission of the GMP Proposal, Design-Builder and Owner shall meet to discuss and review the GMP Proposal. If Owner has any comments regarding the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the GMP Proposal.

6.6.2.3 Acceptance of GMP Proposal. If Owner accepts the GMP Proposal, as may be amended by Design-Builder, the GMP and its basis shall be set forth in an amendment to this Agreement.

6.6.2.4 Failure to Accept the GMP Proposal. If Owner rejects the GMP Proposal, or fails to notify Design-Builder in writing on or before the date specified in the GMP Proposal that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

6.6.2.4.1 Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 6.6.2.3 above;

6.6.2.4.2 Owner may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 6.1 hereof without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

6.6.2.4.3 Owner may terminate this Agreement for convenience in accordance with Article 8 hereof.

6.6.2.4.4 Owner may request Design-Builder to seek other Contractors to bid the project. Design-Builder shall provide budgets to the Owner to complete the design, obtain the bids and manage the construction.

If Owner fails to exercise any of the above options, Design-Builder shall have the right to (i) continue with the Work as if Owner had elected to proceed in accordance with Item 6.6.2.4.2 above, and be paid by Owner accordingly, unless and until Owner notifies it in writing to stop the Work, or (ii) suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

6.6.3 Savings.

6.6.3.1 If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.2 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows: 80% to the Owner and 20% of savings to Design-Builder.

6.6.3.2 Savings shall be calculated and paid as part of Final Payment under Section 7.3 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly.

6.7 Performance Incentives

6.7.1 Not Used

Article 7

Procedure for Payment

7.1 Progress Payments.

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

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

7.1.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.1.3 If Design-Builder's Fee under Section 6.2.1 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.2 Retainage on Progress Payments.

7.2.1 Owner will retain Ten percent (10 %) of each Application for Payment provided for Step 2 work, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project. Owner will not retain any amounts for work completed in Step 1 (design, value engineering, pre-construction services).

7.2.2 Within thirty (30) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of 0.583% per month until paid.

7.5 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to individual trade contract Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for

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

Article 8

Termination for Convenience

8.1 Upon thirty (30) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

8.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

8.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

8.1.3 Overhead and profit in the amount of eight and one half percent (8.5 %) on the sum of items 8.1.1 and 8.1.2 above.

8.2 In addition to the amounts set forth in Section 8.1 above, Design-Builder shall be entitled to receive one of the following as applicable:

8.2.1 If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid one percent (1.0 %) of the remaining balance of the Contract Price, provided, however, that if a GMP has not been established, the above percentage shall be applied to the remaining balance of the most recent estimated Contract Price.

8.2.2 If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid one-half percent (0.5 %) of the remaining balance of the Contract Price, provided, however, that if a GMP has not been established, the above percentage shall be applied to the remaining balance of the most recent estimated Contract Price.

8.3 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

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

**Adam Elenbaas, Township Supervisor
6676 Lake Michigan Drive
Allendale, MI 49401
616-895-6295**

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

**Chad Doornbos, Superintendent of Public Utilities
6676 Lake Michigan Drive
Allendale, MI 49401
616-895-6295**

9.2 Design-Builder's Representatives.

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

**John DeVol, P.E., President, or his designate
2960 Lucerne Drive SE
Grand Rapids, Michigan 49546
(616) 977-1000**

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

**Robert W. Wilcox, P.E., Vice President, or his designate
2960 Lucerne Drive SE
Grand Rapids, Michigan 49546
(616) 977-1000**

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

☒ Required ☐ Not Required

Payment Bond.

☒ Required ☐ Not Required

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows:

1. CWSRF Debarment Certification
2. Exhibits
 - A. – CWSRF Project Plan
 - B. – Scope of Project
 - C. – Step 1 Design
– Step 2 Construction
 - D. – CTC Documents, prepared by Fleis & VandenBrink Engineering
3. Performance & Payment Bonds
4. Certificate of Insurance
5. Typical CWSRF Disbursement Request Form
6. Typical Certificate of Substantial Completion

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

OWNER:

Allendale Charter Township
(Name of Owner)

(Signature)

(Printed Name)

(Title)

Date: _____

DESIGN-BUILDER:

F&V Construction
(Name of Design-Builder)

(Signature)

(Printed Name)

(Title)

Date: _____

Allendale Charter Township
(Name of Owner)

(Signature)

(Printed Name)

(Title)

Date: _____



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

Document No. 535

Second Edition, 2010
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Washington, DC

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Article 1

General

1.1 Mutual Obligations

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

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under either DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder - Lump Sum* (2010 Edition) or DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition).

1.2.2 *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the "Basis of Design Documents." For DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum*, the Basis of Design Documents are the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.8 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.9 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition).

1.2.10 *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of*

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

1.2.11 *GMP Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*.

1.2.12 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.13 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.14 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.15 *Site* is the land or premises on which the Project is located.

1.2.16 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.17 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

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

1.2.19 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

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

2.1.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of

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

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

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

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

2.3 Standard of Care for Design Professional Services.

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

2.4 Design Development Services.

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

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

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

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

2.6 Government Approvals and Permits.

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

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

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

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-

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

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from

their performance of the Work.

2.9 Design-Builder's Warranty.

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

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be

defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

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

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

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

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for

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

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

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

5.3 Owner's Property Insurance.

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

5.3.2 Not used.

5.3.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by the Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

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

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay

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

6.4 Right to Stop Work and Interest.

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

6.5 Design-Builder's Payment Obligations.

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

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or

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

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process

or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

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

7.2 Tax Claim Indemnification.

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

7.3 Payment Claim Indemnification.

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

7.4 Design-Builder's General Indemnification.

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

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification.

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

whose acts any of them may be liable.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

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

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

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

9.3 Minor Changes in the Work.

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

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice

Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

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

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

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

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator. The mediation will be governed by and conducted pursuant to a mediation agreement

negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.3 Arbitration.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise.

10.3.2 The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

10.3.3 Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

10.3.4 The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party.

10.4 Duty to Continue Performance.

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

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

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

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

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

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

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

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

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request

of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

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

Article 12

Electronic Data

12.1 Electronic Data.

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

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error.

Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

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

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

Article 13

Miscellaneous

13.1 Confidential Information.

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

13.2 Assignment.

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

13.3 Successorship.

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

13.4 Governing Law.

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

13.5 Severability.

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

13.6 No Waiver.

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

13.7 Headings.

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

13.8 Notice.

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

13.9 Amendments.

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

CWSRF Debarment Certification

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

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

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

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

Name and Title of Authorized Representative

Name of Participant Agency or Firm

Signature of Authorized Representative

Date

☐ I am unable to certify to the above statement. Attached is my explanation.

EXHIBIT A

Project Plan for project CWSRF No. 5730-01 on file with EGLE
Project Plan Amendment – 4.1 Capital Cost Summary attached

4.0 CUMULATIVE IMPACTS ON THE PROJECT PLAN

4.1 Capital Costs

The changes to the capital costs are as follows:

Table 2 – Revised Total Project Capital Cost Estimate

	Original Capital Estimate		Revised Capital Estimate	
Selected WWTP Alternative	\$	30,872,000.00	\$	29,133,000.00
Selected Influent Sewer Alternative	\$	9,000,000.00	\$	10,340,000.00
Total	\$	39,872,000.00	\$	39,473,000.00

4.2 Total User Costs

The impacts to the user costs were re-calculated with the revised capital cost estimates. With a 30-year period and 15,000 residents, the revised monthly user costs are \$7.31/month.

EXHIBIT B

Scope of Project

EXHIBIT B

SCOPE OF PROJECT

General scope of project improvements (also see Exhibit A – SRF Project Plan)

Program for the Contract 2 – Collection System Improvements Project, SRF No. 5730-01.

The SRF No. 5730-01 project is divided into two separate projects, Contract 1 – Water Resource Recovery Facility Improvements project and Contract 2 – Collection System Improvements Project. This scope of services outlines the Contract 2 – Collection System Improvements portion of the overall SRF project.

For the Contract 2 – Collection System Improvements project, we recommend dividing the design into two segments: Preliminary Design and Final (detailed) Design. This approach has been developed with the primary goal of maximizing the long-term value to the Township. Preliminary design has already been authorized via letter proposal and is described in detail below.

The proposed collection system improvements include:

- Two major components
 - Sewer A
 - Rehabilitate the existing sewer system by improving the flexibility within the existing valve chambers.
 - Sewer B
 - Install a new lift station next to the existing M-45 water booster station to relocate Sewer B (GVSU Sewer) out of the ravine.
 - Install a new force main and gravity sewer (approximately 6,300 feet) from the M-45 Lift Station to the headworks building at the WRRF.
 - Install a new lift station in Knollwood Estates to relocate the existing sewer from flowing into Sewer B.
 - Install a new force main and gravity sewer (approximately 2,600 feet) from the proposed Knollwood lift station to the M-45 lift station.
 - Provide connections for Knollwood Estates and Hightree Townhomes to the new M-45 Lift Station.

The scope of improvements is further described and outlined in the SRF No. 5730-01 Project Plan.

Our approach for the Progressive Design Build (PDB) process will allow the Township to control costs and improve the project outcome by participating directly in both design and construction decisions. F&V Engineering and F&V Construction (FVC) staff have been trusted partners, working together with Township staff and collaborating on important decisions for the long-term reliability of the WRRF and collection system. With FVC as the Design-Builder, the Township will have a single point of responsibility and a performance warranty while still maintaining direct involvement throughout the PDB process. The project delivery method is similar to previous projects FVC has completed for the Township such as the WRRF Phase 1 Improvements and the Park Lift Station Improvements project.

FVC will utilize the same engineers that work with you during the design to work with the project team during construction. We will engage trade contractors that are both efficient and effective in completing the type of work required. The current project includes elements that would be best developed through design innovation, as well as collaboration, amongst the team. F&V and

Township staff are very knowledgeable of the system and have been working with our engineers to develop many good ideas with regards to the needed improvements. By utilizing the PDB delivery method with FVC, the Township will have access to actual cost data and be able to make informed decisions with support from the Design-Builder. We offer the following outline of our proposed approach:

Step 1 Design and Preconstruction Phase

The **Step 1** activity includes adequate design development to assemble bid packages for selection of trade contractors, forming a team consisting of the Design-Builder, Owner and Trade Contractors and establishing refined pricing for all elements of the project. Task 1 and Task 2 were previously authorized via proposal letter dated April 20, 2022 for Preliminary Design. Tasks under **Step 1** include:

Task 1 – Basis of Design Preparation (previously authorized)

Develop the **Basis of Design** defining the improvements and preliminary design concepts consistent with the SRF Project Plan. The work scope to complete this phase of the project includes:

- 1.1 Hold a pre-design kick-off meeting with Township staff to review project requirements, work scope, and overall schedule.
- 1.2 Prepare a Basis of Design which will include descriptions of the improvements, hydraulic calculations of the proposed lift stations. The basis of design is updated as the design progresses.
- 1.3 Meeting with Township staff to discuss the PDB approach, update project status, and establish permitting schedule.

Task 2 – Preliminary Design and Pricing Phase, 50% Submittal (previously authorized)

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

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

- 2.1 Review record drawings of the existing collection system.
- 2.2 Obtain from the utility companies' information for electric, gas, telephone, and cable TV, as appropriate.
- 2.3 Conduct a site survey to prepare site plan drawings and required site improvements.
- 2.4 Prepare AutoCad drafting of the improvements.
- 2.5 The SRF project number will be shown on the cover sheets of the plans and specifications.
- 2.6 The anticipated regulatory permits required for construction of the wastewater system improvements include the following:
 - EGLE Part 41 Construction Permit (Wastewater)
 - Building Permit
 - SESC Permit
 - MDOT
 - Ottawa County Road Commission
- 2.7 Prepare and update draft permitting and construction schedule.
- 2.8 Update Design and Construction Costs. As the design details are developed, we will begin to prepare preliminary cost estimates for the various Trades. Monitor programmed in costs and to make scope adjustments where possible, if needed.
- 2.9 The 50% Design documents will be shared with the design-build team, Township and Owner's Representative for review. This submittal includes:
 - Preliminary Drawing Set

- Outline of Specifications
- Updated Design and Construction Costs
- 2.10 A meeting will be conducted with the Design / Build Team, Township staff and Owner's Representative staff to review the 50% Design Submittal.
- 2.11 Meeting minutes will be prepared and distributed.
- 2.12 Update the Basis of Design based on review meeting comments. This should include near-final hydraulic calculations, pump selections, equipment preference documentation, and Instrumentation and Control design.
- 2.13 Develop concepts for sequencing operations of the sanitary sewer system when key processes are out of service during construction.
- 2.14 Prepare the 50% Design Drawings.
- 2.15 Update 50% specifications outline.
- 2.16 Prepare the 50% Design and Construction Costs. Preliminary costs will be updated by the design-build team to incorporate changes made from the previous submittals.
- 2.17 Perform QC of the Preliminary Design.
- 2.18 The 50% Design documents will be shared with the design-build team, Township and Owner's Representative. Township staff will be involved in the design-build process and will participate in the 50% QC review. The 50% submittal includes:
 - Basis of Design
 - Preliminary Drawing Set
 - Outline of Specifications
- 2.19 Updated Design and Construction Costs
- 2.20 Meet with the design-build team, Township staff, Owner's Representative, EGLE and CWSRF staff to review the 50% Design Submittal.
- 2.21 Meeting minutes will be prepared and distributed.
- 2.22 Assist with drafting easement and providing legal descriptions.

Task 3 – Final Design and Final Pricing Phase

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

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

- 3.1 Update the Basis of Design based on review meeting comments. This should include near-final hydraulic calculations, pump selections, equipment preference documentation and Instrumentation and Control design.
- 3.2 Refine concepts for operations and construction sequencing of the sanitary sewer system when key processes are out of service.
- 3.3 Assemble list of the various Trades for the project and begin to contact these subcontractors to determine their interest in the project. The various Trades will be informed of the "American Iron and Steel," Debarment Certification, Davis-Bacon Wage Rates requirements and the Disadvantaged Business Enterprises goals.
- 3.4 Collect data for installed inline flow meters for both M-45 Lift Station and Knollwood Lift Station.
- 3.5 Prepare the 90% Design Drawings.
- 3.6 Prepare 90% technical specifications.
- 3.7 Prepare the 90% Design and Construction Costs. Preliminary costs will be sought from various Trades.

- 3.8 Perform QC of the Design.
- 3.9 Submit permit applications to various regulatory agencies.
- 3.10 The 90% Design Submittal documents will be shared with the design-build team, Township, Owner's Representative and EGLE for review. This submittal includes:
 - Basis of Design
 - Pre-Final Drawing Set
 - Technical Specifications
- 3.11 Pre-Final Design and Construction Costs
- 3.12 The plans and specifications will be released to the various trades for bidding. We will follow the Township's local bidding requirements where applicable. The goal is to have multiple bids for each trade from acceptable contractors and follow the CWSRF requirements.
- 3.13 A meeting will be conducted with the design-build team, and Township and Owner's Representative to review the pricing and 90% Design Submittal. Any adjustments to the design requested by the Township in the 90% review may require some re-pricing by the trade contractors, if needed. Distribute meeting minutes.
- 3.14 Submit preliminary GMP to the Township for review and approval.
- 3.15 Submit Final GMP contract exhibit.
- 3.16 Prepare contract amendment reflecting GMP to the Township for approval. Our subcontractors' bids and FVC's costs and overhead will be provided to the Township on an open book basis. The Township will be able to review each item of work and trade bids in the compilation of the GMP.
- 3.17 If the Township accepts the GMP, the project proceeds to Task 4. If the Township would find the GMP not acceptable, they could stop project at this time, cut out parts of the project to reduce cost, or terminate the PDB agreement and ask our engineers to bid the project on the open market to various general contractors.

Step 2 Construction Phase

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

Task 4 – Construction Phase

Commencement of mobilization and construction activities.

- 4.1 Issue Notices of Award to the various trades.
- 4.2 Schedule pre-construction meeting.
- 4.3 Execute contracts with various Trades and issue Notices to Proceed.
- 4.4 Secure construction permits, insurances and bonds.
- 4.5 Conduct Pre-Construction Meeting and mobilize to the job site.
- 4.6 Review of Trade shop drawings for materials and equipment required for the project to confirm compliance with the project specifications and intent.
- 4.7 Provide Site Superintendent to coordinate Trades.
- 4.8 Resolve contractor questions or construction issues.
- 4.9 Provide materials testing from an independent testing laboratory.
- 4.10 Conduct weekly progress and safety meetings with Trades.
- 4.11 Conduct monthly progress meetings with the design-build team, Owner and Owner's Representative.
- 4.12 Maintain and update construction progress schedule.
- 4.13 Prepare daily reports, recording hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, daily activities, decisions, observations in general and observing test procedures.

- 4.14 Prepare and submit payment applications to Owner.
- 4.15 Oversee equipment and systems startup and prove-in.
- 4.16 Advise Owner's Representative when Substantial Completion has been achieved on the overall project, which marks the beginning of the warranty period.
- 4.17 Prepare and compile the equipment Operations & Maintenance Manuals. Provide Owner with one PDF version and one 3-ring binder.
- 4.18 Maintain "red-line" drawings of improvements at the project site. Prepare Record Drawings showing appropriate record information based on project annotated record (red-line) documents received from the Trades. These record drawings will be provided to the Township in electronic format at project closeout.

EXHIBIT C

Step 1 | Design

Step 2 | Construction

EXHIBIT C - Step 1 Design

Client Name: **Allendale Charter Township, MI** Estimator: **CBT** Date: **April 5, 2023**

Job Name: **Contract 2 - Collection System Improvements, SRF No. 5730-01** Design By: **F&V** Bid Date: **July 28, 2023**

Location: **WRRF: 11624 40th Ave** Check By:

Job Number: **853271 | PC0205**

Description: **Collection System Upgrades, GV Trunk Sewer Relocation, Lift Station Installation**

Duration: **Construction lasting approximately 18 months to reach Substantial Completion**

Contract 2 - Collection System Improvements

<u>Trade Category</u>	<u>Subcontractor / Location</u>	<u>Accepted Bid</u>
Contract 1 Site Work, Excavation & Concrete	***Name***	TBD
Contract 2 Concrete Coatings	***Name***	TBD
Contract 3 Mechanical	***Name***	TBD
Contract 4 Electrical, Instrumentation & Control	***Name***	TBD
Contract 5 Owner's System Integrator	***Name***	TBD
Contract 6 Directional Drilling	***Name***	TBD
Total of Trades		TBD
General Conditions - Lump Sum		TBD
Sub Total		TBD
Design-Builder's Fee - Lump Sum		TBD
Sub Total		TBD
Design Phase Services - Lump Sum, no markup		\$413,000.00
Construction Phase Services - Lump Sum, no markup		TBD
Sub-Total Cost		TBD
Design-Builder's Contingency Allowance		TBD
Total		TBD
<u>Initial</u>		<u>Date</u>
OWNER: _____		_____
OWNER: _____		_____
FVC: _____		_____

EXHIBIT C - Step 2 Construction

Client Name: **Allendale Charter Township, MI** Estimator: **CBT** Date: **April 5, 2023**

Job Name: **Contract 2 - Collection System Improvements, SRF No. 5730-01** Design By: **F&V** Bid Date: **July 28, 2023**

Location: **WRRF: 11624 40th Ave** Check By:

Job Number: **853271 | PC0205**

Description: **Collection System Upgrades, GV Trunk Sewer Relocation, Lift Station Installation**

Duration: **Construction lasting approximately 18 months to reach Substantial Completion**

Contract 2 - Collection System Improvements

<u>Trade Category</u>	<u>Subcontractor / Location</u>	<u>Accepted Bid</u>
Contract 1 Site Work, Excavation & Concrete	***Name***	TBD
Contract 2 Concrete Coatings	***Name***	TBD
Contract 3 Mechanical	***Name***	TBD
Contract 4 Electrical, Instrumentation & Control	***Name***	TBD
Contract 5 Owner's System Integrator	***Name***	TBD
Contract 6 Directional Drilling	***Name***	TBD
Total of Trades		TBD
General Conditions - Lump Sum		TBD
Sub Total		TBD
Design-Builder's Fee - Lump Sum		TBD
Sub Total		TBD
Design Phase Services - Lump Sum, no markup		\$413,000.00
Construction Phase Services - Lump Sum, no markup		TBD
Sub-Total Cost		TBD
Design-Builder's Contingency Allowance		TBD
Total		TBD
<u>Initial</u>		<u>Date</u>
OWNER: _____		_____
OWNER: _____		_____
FVC: _____		_____

EXHIBIT D

Conform to Contract Documents

Performance & Payment Bonds

Certificate of Insurance

Typical CWSRF Disbursement Form

**DRINKING WATER STATE REVOLVING FUND (DWSRF),
CLEAN WATER STATE REVOLVING FUND (CWSRF) AND
STRATEGIC WATER QUALITY INITIATIVES FUND (SWQIF)
REQUEST FOR DISBURSEMENT OF FUNDS**

THIS INFORMATION IS REQUIRED UNDER AUTHORITY OF PARTS 52, 53, AND 54, 1994 PA 451.

PLEASE SEE NEXT PAGE FOR INSTRUCTIONS TO COMPLETE REQUEST

A. Project #	B. Request #	C. Period Covered by Request _____ to _____ (M/D/Y) (M/D/Y)	D. Request Type <input type="checkbox"/> partial <input type="checkbox"/> final	E. Recipient's EIN	F. Loan Amount
G. Recipient's Name:					Phone #
Address:					
H. Recipient's Bank Name:					Phone #
Address:					
Account Name:				ABA #	Account #
Special Instructions:					
I. Budget Items (round amounts to the nearest dollar)				Approved Amount Incurred this Period	Approved Amount Incurred to Date
1. ASSET MANAGEMENT PROGRAM/FISCAL SUSTAINABILITY COSTS					
2. PLANNING COSTS					
3. RATE METHODOLOGY DEVELOPMENT COSTS					
4. DESIGN ENGINEERING COSTS					
5. LEGAL/FINANCIAL SERVICE FEES					
6. ADMINISTRATIVE COSTS					
7. BOND COUNSEL FEES					
8. BOND ADVERTISEMENT COSTS					
9. BID ADVERTISEMENT COSTS					
10. CAPITALIZED INTEREST					
11. LAND ACQUISITION/RELOCATION COSTS					
12. LAND PURCHASE COSTS					
13. CONSTRUCTION ENGINEERING COSTS					
14. CONSTRUCTION COSTS (bid contracts)					
15. CONSTRUCTION COSTS (force account)					
16. EQUIPMENT COSTS					
17. OTHER PROJECT COSTS					
18. ADJUSTMENTS DUE TO OTHER FUNDING					
19. TOTAL AMOUNT INCURRED THIS PERIOD					
20. TOTAL CUMULATIVE AMOUNT INCURRED TO DATE					
21. AMOUNT PREVIOUSLY DISBURSED					
22. AMOUNT REQUESTED FOR DISBURSEMENT					
<p>I certify that I am an authorized representative of the recipient and am authorized to make the following certifications on behalf of the recipient: (i) there is no pending litigation or event which will materially and adversely affect the project, the prospects for its completion, or the recipient's ability to make timely repayments on the obligation issued in connection with this project; (ii) the representations, warranties and covenants contained in the supplemental agreement for the obligations pursuant to which this request for disbursement is submitted continue to be true and accurate in all material respects as of the date hereof; (iii) to the best of my knowledge and belief, the costs above were incurred in accordance with the terms of the supplemental agreement and the application for assistance for this project; and (iv) the amount requested for disbursement represents the loan amount due, which has not previously been requested.</p> <p>Authorized Representative Name (Print or Type): _____ Title: _____</p> <p>Authorized Representative Signature: _____ Date: _____</p> <p style="text-align: center;">PLEASE EMAIL THIS COMPLETED REQUEST TO YOUR EGLE PROJECT MANAGER OR MAIL TO THE ADDRESS SHOWN ON THE NEXT PAGE</p> <p>FOR EGLE USE ONLY:</p> <p>Approved by EGLE Project Manager: _____ Date: _____</p>					

DRINKING WATER AND CLEAN WATER STATE REVOLVING FUNDS
Instructions for Completing a Request for Disbursement of Funds

- A. Fill in the respective program project number that was assigned by the Michigan Department of Environment, Great Lakes, and Energy (EGLE).
- B. Identify the number of this disbursement request.
- C. Indicate the calendar period covered by this disbursement request.
- D. Check whether this is a partial or the final disbursement request.
- E. Fill in the recipient's federal employer identification number (EIN).
- F. Fill in the loan amount as shown in the Order of Approval.
- G. Fill in the loan recipient's (bond issuer) name, address, and telephone number. This information must match data on file with EGLE; if changes have occurred, please inform your EGLE project manager in a separate letter accompanying this request.
- H. Fill in your bank's name, address, telephone number, ABA identifying number, the account name and number, and any special instructions for the wire transfer to that account. This information must match data on file with EGLE; if changes have occurred, please inform your EGLE project manager in a separate letter accompanying this request.
- I. Recap approved eligible costs incurred to date for each budget item. Show the amount requested for the period covered by this request, and then the cumulative amount to date from project inception. **Entries in this section must be rounded to the nearest dollar.** If costs have been incurred for a budget item that was not shown in the EGLE Order of Approval, please inform your project manager in a separate letter accompanying this request.
1. Enter the costs invoiced and/or paid for services directly associated with municipality's Asset Management Program. Include salaries of municipal employees, if applicable.
 2. Enter the costs invoiced and/or paid for planning (do not include costs of tangible assets such as pilot facilities and test wells).
 3. Enter the costs invoiced and/or paid for services directly associated with the development and enactment of the municipality's rate methodology and any related ordinances.
 4. Enter the costs invoiced and/or paid for project design work required prior to actual construction.
 5. Enter the costs invoiced and/or paid for legal or financial services except costs associated with the issuance of bonds related to this project.
 6. Enter the costs incurred for salaries and indirect costs of the water supplier or municipal employees involved in the project administration.
 7. Enter the costs invoiced and/or paid for legal or financial services associated with the issuance of bonds related to this project.
 8. Enter the costs invoiced and/or paid to publish legal notices related to the sale of bonds related to this project.
 9. Enter the costs invoiced and/or paid to publish advertisements for bids for the project construction contracts.
 10. Enter only the amount of capitalized interest invoiced and/or paid for the period covered by this request.
 11. Enter the costs invoiced and/or paid for services related to compliance with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act (49 CFR Part 24).
 12. Enter the costs invoiced and/or paid for the purchase of property which was deemed eligible and included in the Supplemental Agreement.
 13. Enter the costs invoiced and/or paid for project construction engineering services.
 14. Enter the costs invoiced and/or paid under the project construction contracts.
 15. Enter the costs incurred for salaries and indirect costs of the water supplier or municipal employees involved in the project construction labor (\$50,000 limit).
 16. Enter the costs invoiced and/or paid for equipment purchased as part of this project.
 17. Enter other costs invoiced and/or paid for miscellaneous items that were approved by EGLE for inclusion in this project. If new items have been procured, please inform your project manager in a separate letter accompanying this request.
 18. Enter adjustment which arises from reimbursements by other funding sources or the use of cash on hand.
 19. Enter the sum of the amounts shown in Column 1 (Amount Incurred this Period).
 20. Enter the sum of the amounts shown in Column 2 (Amount Incurred Cumulative to Date).
 21. Enter the total amount of funds previously paid (Line 20 on the previous disbursement request).
 22. Subtract Line 21 from line 20 to arrive at the Amount Requested for Disbursement.

Provide this *Request for Disbursement of Funds* and the required incurred cost documentation to your EGLE Project Manager via email or mail to:

**WATER INFRASTRUCTURE FINANCING SECTION
FINANCE DIVISION
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
P O BOX 30457
LANSING MI 48909-4957
Telephone: 517-284-5433**

Typical Certificate of Substantial Completion



CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER: **Allendale Charter Township, Michigan**

DESIGN BUILDER: **F&V Construction**

Project: **Contract 2 – Collection System Improvements, SRF No. 5730-01**

Project No.: **853271**

This **definitive** Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents:

☐ The following specified portions of the Work:

Date

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER AND DESIGN BUILDER and found to be substantially complete. The date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

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

Executed by DESIGN BUILDER

Date

Accepted by OWNER

Date